4

SUPREME COURT OF THE UNITED STATES.

No. 252.

THOMAS PEARCE, PLAINTIFF IN ERROR,

vs.

RANDALL G. HIGGINS.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF ARKANSAS.

G. S. Gideon, Printer, 511 Ninth street, Washington.

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United States of America, ss.

The President of the United States to the honorable the judge of the court of the United States for the eastern district of Arkansas, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, the honorable Daniel Ringo, between Thomas Pearce, plaintiff, and Randall G. Higgins, defendant, a manifest error hath happened, to the great damage of the said Thomas Pearce, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal distinctly and openly you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, this fifth day of May, in the year of our Lord one thousand eight hundred and fifty-nine.

[L. S.]

A. H. RUTHERFORD,
Clerk of the circuit court of the United States for the district of the eastern district of Arkansas.

Allowed by

DANIEL RINGO,
U. S. judge for the eastern district of Arkansas.

The United States of America, eastern district of Arkansas.

In the circuit court of the United States for the eastern district of Arkansas, at the April term thereof, A. D. 1859.

Pleas had on the 5th day of May, A. D. 1859, before the honorable Daniel Ringo, United States district judge, and as such presiding and holding said circuit court for the eastern district of Arkansas aforesaid, the following, among other proceedings, were had, to wit:

Declaration.

The United States of America, eastern district of Arkansas, sct.

In the circuit court of the United States for the eastern district of Arkansas, in vacation, July, A. D. 1855.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } In ejectment.

Thomas Pearce, who is a citizen of the State of Maryland, and plaintiff in this suit, by attorney, complains of Randall G. Higgins, who is a citizen of the State of Arkansas, and defendant herein, of a plea wherefore he, with force and arms, entered into and upon the southeast quarter of section numbered thirty-one, in township numbered two south, range numbered four east, containing one hundred and sixty acres of land, of him the said Thomas, and ejected the said Thomas therefrom.

For that the said plaintiff heretofore, to wit, on the first day of December, in the year of our Lord one thousand eight hundred and fifty-three, in the said eastern district of Arkansas, was entitled to the possession of the said southeast quarter of section numbered thirty-one, in township numbered two south, in range numbered four east, containing one hundred and sixty acres of land, situate in Phillips county, in the said eastern district of Arkansas, and of great value, to wit, of the value of three thousand dollars; and he, the said plaintiff, then and there being so entitled to the possession thereof, the said defendant afterwards, to wit, on the same day and year last aforesaid, in the district aforesaid, with force and arms, entered into and upon the said above described tract of land, containing one hundred and sixty acres, and ejected the said plaintiff therefrom, and still unlawfully withholds the possession thereof from the said plaintiff, and other wrongs to the said plaintiff then and there did, contrary to the peace of the said United States, and to the damage of the said plaintiff of three thousand dollars; and therefore he sues, &c.

A. FOWLER,
Atto. for Pearce.

I, Absalem Fowler, acknowledge myself security for all cost for which the plaintiff may be liable in this suit. Little Rock, July 18, 1855.

A. FOWLER.

The clerk will issue writ of summons, &c. July 18, 1855.
A. FOWLER, Atto.

Indorsed.—Filed 19th July, 1855, and writ issued the same day.
WM. FIELD, Clerk.

Writ.

United States of America, eastern district of Arkansas.

The President of the United States to the marshal of the eastern district of Arkansas, greeting:

You are hereby commanded to summon Randall G. Higgins, who is a citizen of the State of Arkansas, if he be found within your district, to appear before the judges of our circuit court of the United States in and for said district, at the court-house in the city of Little Rock, on the first day of the next April term of said court, to answer Thomas Pearce of a plea wherefor he with force and arms entered into and upon the southeast quarter of section numbered thirty-one, in township numbered two south, range numbered four east, containing one hundred and sixty acres of land, of him the said Thomas Pearce, and ejected the said Thomas therefrom, and other wrongs to the said plaintiff did, against the peace of the said United States, and to the damage of the said Thomas Pearce of three thousand dollars. Fail not, but have you then there this writ.

In testimony whereof, Roger B. Taney, chief justice of the United States, hath caused the seal of said circuit court [L. S.] to be hereto affixed, this 19th day of July, A. D. 1855, and in the 80th year of American independence.

Attest: WM. FIELD, Clerk.

Marshal's return on writ.

Executed this writ on the 12th day of November, 1855, at Phillips county, Arkansas, by delivering to the within named Randal G. Higgins a true and certified copy of the same.

JOHN JUNADLEY,
Marshal eastern Ark's district.
By ARTHUR THOMPSON,
Deputy marshal.

Service $2.00; mileage $7.50. Filed 14th April, 1856.
WM. FIELD, Clerk.

And afterwards, to wit, on the 15th day of April, A. D. 1856, the following entry on the record was had, to wit:

Entry on the record.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant, } Ejectment.

This day come the said parties by their attorneys, and the de-

fendant entered his plea of not guilty, to which the plaintiff entered his joinder, all in short upon the record, by consent.

The following plea is found among the papers, to wit:

Defendant's plea of not guilty.

In the ct. ct. of the U. S. for the eastern district of Arkansas, April term, A. D. 1856.

RANDALL G. HIGGINS
ads.
THOMAS PEARCE.

Comes the said defendant by his attorneys, and defends the force and injury, when, &c., and says that he is not guilty of the said supposed trespass and ejectment above laid, nor any part thereof, in manner and form above thereof complained against him, and of this he puts himself upon the country.

WATKINS & GALLAGHER,
Attys. for def't.

Filed April 15th, 1856.

W. FIELD, Clerk.
Per W. H. CAUSIN, D. C.

And afterwards, to wit, on the 18th day of April, A. D. 1856, the following entry on the record was had, to wit:

Entry on the record.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } Ejectment.

This day come the parties aforesaid, by their respective attorneys, and by consent, it is ordered that this cause be, and the same is hereby, continued until the next term of this court.

And afterwards, to wit, on the 14th day of April, A. D. 1857, the following entry on the record was had, to wit:

Entry on the record.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant.

This day come the parties aforesaid, by their respective attorneys. On the application of the said plaintiff, and by the verbal statement of A. Fowler, Esq., showing the want of proof to establish the heirship of said plaintiff, and that abortive efforts having previously been made to get the necessary evidence, which may be had by the next term of this court, and said statement being taken by consent, it is ordered that this *this* cause be continued until the next term of this court.

And afterwards, to wit, on the 19th day of April, A. D. 1858, the following entry on the record was had, to wit:

Entry on the record.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } Ejectment.

This day comes said plaintiff, by his attorney, and his motion, leave is hereby granted to him to open and publish his depositions on file herein, which is accordingly done.

And afterwards, to wit, on the 23d day of April, A. D. 1859, the following entry on the record was had, to wit:

Same

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } Ejectment.

This day come the parties aforesaid, by their respective attorneys, and both parties announcing themselves ready for trial, whereupon a jury come, to wit, Josiah M. Giles, Sidnor T. Hudson, Granville McPherson, James B. Moore, Samuel F. Dolley, George A. Worthen, Joseph Frenno, Cullen G. Cribbs, David C. Fulton, Jacob Ash, Caleb Langtree and William L. Anderson, being twelve good and lawful of the eastern district of Arkansas, who were sworn well and truly to try the issue joined in this case and a true verdict render according to the evidence; and after having heard a portion of the evidence, the further proceeding in this case is postponed and adjourned over until Monday morning.

Entry on the record.

Monday morning, 25th April, A. D. 1859, the following entry is had, to wit:

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } Ejectment.

This day come the parties aforesaid, by their respective attorneys, and Daniel C. Fulton, one of the jurors sworn in this case, being sick and unable to remain on said jury and try this case: whereupon, the parties here in open court agree that the trial shall proceed before the remaining eleven jurors, and that the verdict rendered in this case shall have the same force, effect and validity as if rendered by the twelve jurors sworn herein; whereupon, the said remaining eleven jurors sworn in this case, come: and this case is proceeded in, and after hearing all the evidence as well on the part of the plaintiff as of the defendant, the

further proceeding in this case is postponed, and adjourned over until to-morrow morning.

And afterwards, on the 26th day of April, A. D. 1859, the following entry was had on the record, to wit:

Judgment for def't.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } Ejectment.

This day come the parties aforesaid, by their respective attorneys, and also come the eleven remaining jurors aforesaid, who were sworn in this case, and this case is proceeded in, and having heard the argument of counsel and instructions of the court, the jury retired to consider of their verdict, and after a short time spent in consideration thereof, returned into court the following verdict, to wit: "We, the jury, find for the defendant on the issue joined in this case. Geo. A. Worthen, foreman."

It is therefore considered, ordered, and adjudged by the court, that the said plaintiff, Thomas Pearce, take nothing by his action hereof against the said defendant, Randall G. Higgins, and that the said defendant go hence hereof without day, and do have and recover of and from the said plaintiff all his costs in and about the suit expended, and have execution therefor.

And during the progress of the trial of this case, various exceptions were taken by the parties herein to the rulings and decisions of the court as to the admissibility of evidence, and also to the instructions of the court, and leave were granted said parties until a future day of the present term of this court to prepare and file formal bills of exceptions; and the said defendant presents his bill of exceptions in this case, which is signed, sealed, filed, and ordered to form a part of the record of this case.

Defendant's bill of exceptions.

U. S. c't c't for eastern district of Arkansas, at April T., 1859.

HIGGINS, def't,
ads.
PEARCE, pltf. } Ejectment.

Be it remembered, that during the trial of this cause, said plaintiff, to sustain the issue on his part, offered to read in evidence to the jury the deposition of Charity Look, on file and published in this cause, and here referred to and made part hereof; to which said plaintiff objected, on the ground that said deponent being a grantor of said plaintiff with warranty, was interested and incompetent to testify as a witness on his behalf in this cause, the plaintiff not offering in connection with her evidence the

paper annexed to her deposition, and purporting to be a release from said plaintiff, or otherwise offering to render her competent; but the court holding said deed to be a deed without warranty, and by way of quitclaim merely overruled such objection, and permitted the plaintiff to read said deposition in evidence to the jury, and to which opinion ruling decision of the court in overruling such objection, and permitting said deposition to be read, the defendant excepted at the time; and to the end that the same may be remembered, he now prays the court that this his bill of exceptions in respect thereof, be signed and sealed, and ordered to be filed and made a part of the record in this cause, which is accordingly done in open court, this 26th day of April, A. D. 1859.

DANIEL RINGO, [SEAL.]
U. S. Judge for eastern district of Ark's.

Endorsed: Filed 26th April, 1859.

WM. FIELD, Clerk.
By R. SEARCY, D. C.

And afterwards, to wit, on the 5th day of May, A. D. 1859, the following entry was had on the record, to wit:

Plaintiff files his bill of exceptions.

THOMAS PEARCE, plaintiff,
vs.
RANDALL G. HIGGINS, defendant. } In ejectment.

This day comes the said plaintiff, by his attorney, and presents his bill of exceptions in this case, in accordance with leave granted him at the trial in this case, to prepare and present the same at a future day of this term; which bill of exceptions is accordingly signed and sealed by the court, and ordered to become and constitute a part of the record of this cause, together with the papers thereto annexed and therein referred to.

And thereupon, the said plaintiff files his writ of error to the Supreme Court of the United States in this cause, and lodges a copy thereof with the clerk of this court, and prays the court that his said writ of error be allowed; and the same is allowed accordingly, and the clerk ordered to send up a transcript of the record in obedience to said writ.

And the said plaintiff files the bond of and Absalom Fowler in the sum of two hundred dollars, payable to the above named Randall G. Higgins, conditioned to prosecute the writ of error in this cause to the Supreme Court of the United States; which bond was duly approved by the Hon. Daniel Ringo, district judge of the United States in and for the eastern district of Arkansas.

Plaintiff's bill of exceptions.

In the circuit court of the United States for the eastern district of Arkansas, April term, A. D. 1859.

THOMAS PEARCE, plaintiff,
versus
RANDALL G. HIGGINS, defendant. } In ejectment.

Be it remembered, that on the trial of this cause, the plaintiff read in evidence to the jury without objection a duly exemplified copy of a patent, of which the following is a true copy, to wit:

Patent to heirs of Levi Gleason.

Militi forti et fideli.

James Monroe, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in pursuance of the acts of Congress appropriating and granting land to late army of the United States, passed on and since the sixth day of May, 1812, the heirs of Levi Gleason, deceased, having deposited in the General Land Office a warrant in their favor, numbered 224, there is granted unto the said heirs of Levi Gleason, deceased, late a private in Ripley's comp. Y of the 37 regiment of infantry, a certain tract of land, containing one hundred and sixty acres, being the southeast quarter of section thirty-one, of township two south, in range four east, in the tract appropriated by the acts aforesaid for military bounties, in the territory of Arkansas: to have and to hold the said quarter section of land, with the appurtenances thereof, unto the said heirs of Levi Gleason, deceased, and to their heirs and assigns forever, as tenants in common and not as joint tenants.

In testimony whereof, I have caused these letters to be made patents, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, this first day of February, in the year of our Lord one thousand eight
[L. S.] hundred and twenty-one, and of the independence of the United States of America the forty-fifth.

J. M.

By the President:
J. MEIGS,
Commissioner of the General Land Office.

Certificate of Com. of General Land Office.

GENERAL LAND OFFICE,
December 16th, 1852.

In accordance with the seventh section of the act of Congress,

approved the 4th of July, 1836, entitled "An act to re-organize the General Land Office," and with the act of Congress approved the 3d of March, 1843, entitled "An act in relation to the exemplifications of the records of land patents and other evidences of title, and amendatory of the act entitled an act to re-organize the General Land Office," I, John Wilson, Commissioner of the General Land Office, do hereby certify that the annexed is a true and literal exemplification from page 296, volume 5, of the Arkansas bounty land records in this office. The record of the patent in this case, of which the annexed is a literal exemplification as aforesaid, was omitted to be signed as required by law, as appears from the record of the same in this office; but the 1st section of the act of March 3d, 1843, above referred to, provides that "where such exemplifications are adduced in evidence, they shall be deemed and held to be of the same validity in all proceedings, whether at law or in equity, as if the names of the officers signing and countersigning the same had been fully inserted in such record."

In testimony whereof, I have hereunto subscribed my name and caused the seal of this to be affixed, at the city of [L. S.] Washington, on the day first above written.

JOHN WILSON,
Commissioner of the General Land Office.

Charity Lock's deposition.

The plaintiff then offered and read in evidence against the objection of the defendant the deposition of Charity Lock, in the words and figures following, to wit:

"That I knew Levi Gleason, formerly of South Hadley, in the county of Hampshire and commonwealth of Massachusetts; he was my brother; he was a soldier in the regular army of the United States in the war of 1812; he died at South Hadley shortly after the war was over, as early as 1816 or 1817; he was a resident of said South Hadley; was never married, and had no children. For services as a soldier as aforesaid, there was granted to him or his heirs by the United States a patent for one hundred and sixty acres of land; and, as I have always understood, that said patent was located in lands in the State of Arkansas.

At the time of my brother's death, he had two sisters, viz., Esther, who married Allen Benjamin. My sister Esther died in the year 1836, leaving one daughter, Cordelia, then about fifteen years of age, and leaving no other child; said Cordelia married William P. Hoyt, of North Hampton. She died about three years since. She was married when about nineteen years old, and lived with her husband as his wife, during the remainder of her life. Said Levi Gleason's other sister was the deponent, Charity Gleason. After the death aforesaid, Levi Gleason, this deponent married Caroling Judd, of North Hampton, who died in 1843; after

which, this deponent remained a widow until 1853, when she married Chevy Lock, of *of* Northampton, with whom she now lives as her husband. My father died in 1816; my mother died in 1841.

I have received from Thomas Pearce a release, which is dated 8th Sept., 1857, and which I hand to the magistrate to be annexed, before giving this deposition. CHARITY LOCK.

The plaintiff, at the same time and in connection with said deposition, offered in evidence and read to the jury a deed from the witness, Charity Lock, to the plaintiff, of which, and the certificates of acknowledgement and record the *followin* is a true copy, to wit:

Deed from Charity Judd.

"This indenture, made this tenth day of April, in the year of our Lord one thousand eight hundred and fifty two, between Charity Judd, formerly Charity Gleason, only surviving sister and heir at law of Levi Gleason, deceased, of the town of Northampton, Hampshire county, and State of Massachusetts, of the first part, and Thomas Pearce, of Phillips county, and State of Arkansas, of the second part, witnesseth: that the said party of the first part, for and in consideration of the sum of forty dollars, good and lawful money, to her in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, quitclaimed and conveyed, and by these presents doth grant, bargain, sell, quit claim and convey unto the said party of the second part, the certain tract of parcel of land known and designated as follows, to wit: The southeast quarter of section number thirty-one, in township two south, of range four east, in the military district in the State of Arkansas, containing one hundred and sixty acres, more or less, it being the same tract of land that was patented by the United States to the heirs of said Levi Gleason, for military services: to have and to hold the said tract of land unto the said Thomas Pearce, party of the second part, and to his heirs and assigns forever.

In testimony whereof, I, Charity Judd, party of the first part, have hereunto set my hand and seal the day and year first above written.

CHARITY JUDD. [SEAL.]

Signed, sealed and delivered in the presence of—
SILAS A. WRIGHT,
ZENUS FIELD, jr.,
WM. V. H. BROWN.

Certif. of acknowledgement of deed.

District of Columbia, Washington county, to wit:

I, John A. Smith, clerk of the circuit court of the District of

Columbia for the county of Washington, hereby certify that William V. H. Brown, one of the subscribing witnesses to the foregoing deed, personally appeared before me, he being personally known to me, who, being by me first duly sworn according to law, stated on his oath that he saw Charity Judd, the grantor in the said deed, subscribe and seal the said deed for the uses, purposes and considerations therein expressed, and that he and the other witnesses subscribed the same, as attesting witnesses, at the request of the grantor.

Subscribed and sworn to before me at the city of Washington, this 20th day of April, 1852. WM. V. H. BROWN.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, this 20th day of April, 1852.

[L. S.] JNO. A. SMITH, Clerk.

Certificate of Cl'k of Phillips co. of record of deed.

State of Arkansas, county of Phillips, ss.

I, , clerk of the circuit court, ex-officio recorder for the county aforesaid, do hereby certify, that the annexed and foregoing instrument of writing was filed for record in my office, on the 18th day of May, A. D. 1852, and the same is now duly recorded in record book K, pages 140 and 141.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office in Helena, this 19th day of May, A. D. 1852.

[L. S.] R. H. YEATES, Clk.

Deed of Wm. P. Hoyt and Cordelia C. Hoyt, his wife.

The plaintiff then also read in evidence to the jury against the objection of the defendant a deed from William P. Hoyt and Cordelia C. Hoyt, his wife, which, with the certificates of acknowment and record, is in the words and figures following, to wit:

Know all men by these presents, that we, William P. Hoyt and Cordelia C. Hoyt, his wife, daughter and only heir-at-law of Ester Benjamin, deceased, of the town of Northampton, Hampshire county, and State of Massachusetts, for and in consideration of the sum of forty dollars to us in hand paid by Thomas Pearce, of Phillips county, and State of Arkansas, the receipt whereof is hereby acknowledged, have granted, bargained, sold, quitclaimed and conveyed, and by these presents do grant, bargain, sell, quitclaim, and convey unto the said Pearce the following described tract or parcel of land, to wit: the southeast quarter of section number thirty-one, in township two south, of range four east, in the military district of lands in the State of Arkansas, it being the same tract of land that was patented by the United States to the heirs-at-law of Levi Gleason, deceased: to have and to hold the said tract of land to the said Thomas Pearce, and to his heirs and assigns forever.

In testimony whereof, we have hereunto set our hands and seals this tenth day of April, in the year of our Lord one thousand eight hundred and fifty-two.

WILLIAM P. HOYT, [SEAL.]
CORDELIA C. HOYT. [SEAL.]

Signed, sealed, and delivered in presence of—
WM. V. H. BROWN,
J. L. H. DILLS.

Certificate of acknowledgment of deed.

Commonwealth of Massachusetts, Hampshire , ss.

Clerk's office, supreme judicial court, Northampton, April 10th, 1851.

Then personally appeared William P. Hoyt and Cordelia C. Hoyt, his wife, both named in the foregoing deed, both of full age, and well known to me, and acknowledged that they and each of them voluntarily executed and delivered the foregoing deed for the uses, purposes, and considerations therein expressed, and desired the same to be certified; and the said Cordelia C. Hoyt being interrogated separate and apart from her husband, acknowledged that she had of her own free will and accord executed and delivered the same as aforesaid, for the uses, purposes, and considerations therein recited, without compulsion or under influence of the said husband, before me,

SAMUEL WELLS, Clerk.
Pr. J. L. WELLS, Dep. Clerk.

Clk. Phillips co. certificate.

State of Arkansas, county of Phillips, ss.

I, , clerk of the circuit court, and ex-officio recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the 18th day of May, A. D. 1852, and the same is now duly recorded in record book K, pages 136 and 137.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, in Helina, this 19th day of May, A. D. 1852.

[L. S.]

R. H. YEATES, Clerk.

J. B. Jamison's deposition.

The plaintiff then read in evidence, without objection, the deposition of J. B. Jamison, in the words and figures following, to wit:

Question 1. Are you acquainted with the parties in *in* this suit?

Answer 1. I am both plaintiff and defendant.

Question 2. How long have you been acquainted with Randal G. Higgins, defendant in this suit?

Answer 2. I have been acquainted with Mr. Higgins, defendant, about three or four years.

Question 3. Did the defendant ever reside in Phillips county, Arkansas; if so, on what tract of land, and what time?

Answer 3. He has resided in Phillips county, in this State; his residence is on section 5, township 3 south, range 4 east, and his plantation extended and included the southeast ¼ of section 31, in township 2 S., R. 4 E., and he resided there during the years of 1854 and 1855.

Question 4. Was he in possession of the southeast ¼ of sect. 31, T. 2 S., R. 4 E., on the 19th day of July, 1855?

Answer 4. To the best of my knowledge he was.

Cross-examined by defts. counsel.

1. How do you know that defendant was in possession of the southeast qr. of sec. 31, in 2 S., 4 E., on the 19th day of July, 1855?

Answer 1. I do not know he owned the southeast ¼ of section 31, 2 S., R. 4 E., or was in possession of it on the 19th day of July, 1855, only that he resided there and cultivated a portion of the southeast ¼ of sec. 31, 2 S., range 4 E., and I do not know that he was cultivating, or was in possession of the southeast ¼ of sec. 31, 2 S., R. 4 E., on the 19th day of July, 1855, only that I have been at his house, and that I supposed it to be his plantation.

Question 2. Do you know that was his residence and plantation on the 19th day of July, 1855, or do you only presume it to have been so on that day, because it had previously been?

Answer 2. I only presume it to be his from the fact that he resided there during a portion of the year 1855.

Re-examined by plaintiff.

Question 1. Do you know who cultivated the plantation you speak of during the summer of 1855?

Answer 1st. I do not know, only that it was known as Randall G. Higgin's place.

J. B. JAMISON."

Wm. Porter's deposition.

Also, the deposition of William Porter, in the words and figures following, to wit:

Question 1st. Are you acquainted with Randal G. Higgins, the defendant in this suit; and if so, how long, and where did he reside during the year 1855?

Answer 1. Randal G. Higgins left the plantation early in the spring of 1855. He and his wife came back in the fall, and stayed

about 6 weeks, and I think he sold his half the plantation to his father in 1855, in the fall; he had been in possession of the plantation previous to his sale to his father.

Question 2. Did or did not Randal G. Higgins have possession of the southeast quarter of section 31, T. 2 S., R. 4 east of the 5th principal meridian, on the 19th day of July, 1855, and was not his absence from his place at that time occasioned only by his travelling about?

Answer 2. At that time the place was in joint possession of both Joel and Randal G. Higgins; and they had a part of southeast qr. section 31, in 2 S., range 4 east, in cultivation at that time. They deadened apart of said qr. in the year 1848, and put it in cultivation in 1849.

Cross-examined by defendant.

Question 1. Do you know about what time in the fall of 1845 R. G. Higgins sold out his part of the place to Joel Higgins?

Answer 1. I think it was the early part of November.

Question 2. Do you know what time in 1848 the part of SE. qr. of 31 was deadened?

Answer 2. In the summer of that year.

Question 3. Do you know who opened the plantation in question?

Ans. 3. Joel and Randal G. Higgins opened it.

WILLIAM PORTER."

The plaintiff then proved by competent legal evidence, that on the 2d day of February, 1854, he instituted an action of ejectment in the circuit court of Philips county, Arkansas, against the defendant for the same tract of land in controversy in this suit, which action continued pending in said circuit court until the 14th day of June, 1855, when the plaintiff suffered a nonsuit: and that this suit was instituted by filing a declaration and issuing a writ on the 19th day of July, 1855, and that the writ was served on the defendant on the 12th day of November, in the same year.

The defendant then offered in evidence a paper purporting to be a deed from Wm. M. Bostick, as sheriff of Phillips county, Arkansas, to John A. Craig; to the reading of which in evidence the plaintiff by his attorneys objected, upon the following grounds, to wit:

First. That there was no proof of the authority of said Bostick to execute such a deed, or that he was at the date of its execution and acknowledgement collector of taxes in and for said county of Phillips.

Secondly. That it did not appear by said deed in what year the tract of land in controversy was assessed for taxation, or taxed or advertised or legally sold in the year 1838 for taxes, or that

Miller Irvin, as such alleged sheriff, assessor, and collector in the year 1838, had any authority to assess said tract of land for taxation or to sell it for the non-payment of taxes.

Thirdly. That said deed was upon its face inefficient to authorize a sale of said tract of land and vest the title of the former owner in the said John A. Craig, unless accompanied by other competent proof that all the material steps required by law and not recited in said deed, preparatory to and in the assessment and taxation of said tract of land and in the advertisements and sale thereof, in the year 1838, and all previous steps required by law prior to the execution of said deed, had been complied with.

But the court overruled the objections of the plaintiff, and permitted said paper to be read in evidence, and the same was read in evidence without any proof whatever, outside of said deed of a compliance with the law, in such assessments, taxation and sale, or of the authority of the said Irvin sell, or of said Bostick to make such deed; and to which decision and judgement of the court in overruling such objections and in admitting such paper in evidence, the said plaintiff excepted at the time, and such exception was noted down by the court, and further day was given to reduce such exceptions to form, which is now done accordingly; and which said paper purporting to be such deed, and so read in evidence, is in the words and figures following to wit:

Wm. M. Bostick, sh'ff, deed to John A. Craig.

Sheriff to John A. Craig.—Deed.

This deed of conveyance, made this twenty-sixth day of November, in the year of our Lord one thousand eight hundred and forty-seven, between William M. Bostick, sheriff of the county of Phillips, in the State of Arkansas, and assessor and collector of the taxes therein, of the one part, and John A. Craig, of the county of Chicot and State aforesaid, of the other part, witnesseth: that whereas the following tract of land, viz., the southeast quarter of section thirty-one, (31,) of township two south, in range four east of the 5th principal meridian, containing one hundred and sixty acres, lying in the said county of Phillips, in the State aforesaid, and patented to the heirs of Levi Gleason, was, among other lands, entered and listed, and assessed for taxation in said county, in the name of John F. Fulton, agreeably to the laws of said State regulating the collection of taxes therein; and whereas neither the said owner thereof, nor any other person or persons for him, having paid the State and county taxes, assessed in pursuance of said laws, amounting to the sum of five dollars and seventy five cents, due on said tract of land for the years 1837 and 1838, within the time prescribed by law for the payment thereof, and there being no personal estate of the said John F. Fulton whereunto levy and make distress for the same, therefore, Miller Irvin,

then sheriff of the said county of Phillips, did proceed to advertise and give at least thirty days previous notice, according to law, that he would sell at public auction on Monday, the 5th day of November, in the year 1838, at the court-house door in the town of Helina, in the said county of Phillips, the said tract of land, or so much thereof as would be sufficient to pay the said taxes, costs, and charges due thereon for the years 1837 and 1838; which said advertisement, containing the name of the person purporting to be the owner, and a particular description of said land, and the amount of taxes due thereon, was published in the "Helina Spy," a newspaper printed at Helina, in the said State, and also was set up at the court-door of said county of Phillips, at least thirty days previous to the said day of sale; and on the said 5th day of November, in the year aforesaid, the said taxes and costs on said tract of land still remaining unpaid, he, the said Miller Irvin, the sheriff as aforesaid, did proceed to sell public auction at the court-house door of the said county of Phillips the said tract of land, or as much thereof as would be sufficient to pay the taxes and costs due thereon aforesaid. Whereupon, John A. Craig bid and offered to pay the taxes and costs due on said tract of land for the whole quantity thereof, and no other person or persons bidding or offering to pay the same for a less quantity thereof, the same was struck off to the said John A. Craig, which said State and county taxes and costs did amount to the sum of six dollars and fifteen cents; and the said John A. Craig having paid to Miller Irvin, the sheriff as aforesaid, the said sum of six dollars and fifteen cents, the receipt whereof is hereby acknowledged, and the term of twelve months, the time allowed by law for the redemption of said tract of land, having expired since the day of sale, and the said John A. Craig having produced to me William M. Bostwick, the said sheriff, the certificate granted by Miller Irvin, then sheriff, to the said John A. Craig at the time of the purchase thereof; and the said John A. Craig requiring of me a deed for the same: Now, know ye, that I, William M. Bostwick, sheriff as aforesaid, by virtue of the authority in me vested by law, and in consideration of the said sum of six dollars and fifteen cents so received by Miller Irvin, then sheriff as aforesaid, have granted, bargained, and sold, and do by these presents grant, bargain, and sell unto the said John A. Craig, his heirs and assigns, the above described tract or parcel of land hereby granting and conveying to the said John A. Craig, his heirs and assigns, all the right, title, claim, and interest of the said John F. Fulton, and all and every person or persons whomsoever in the same, together with tenements and *heridaments* thereunto belonging: to have and to hold the said tract of land to the said John A. Craig, his heirs and assigns forever, as fully and absolutely as I, the said William M. Bostwick, sheriff as aforesaid, and under the authority aforesaid, might, could, or ought to sell and convey the same.

In testimony whereof, I, the said William M. Bostwick, sheriff as aforesaid, have hereunto set my hand and seal the day and year first *first* above written.

W. M. BOSTWICK, [SEAL.]
Sheriff of Phillips County.

In the presence of—
A. F. ODLE,
J. S. HORNOR.

Certificate of acknowledgment of deed.

State of Arkansas, county of Phillips.

This day personally appeared before me, John N. Sellers, an acting justice of the peace for said county, Wm. M. Bostwick, sheriff of Phillips county, to me personally well known, who stated and acknowledged that he voluntarily executed the within and foregoing deed hereunto annexed, for the consideration, uses, and purposes therein mentioned and set forth.

Given under my hand and seal at Helina, this 26th day of November, 1847.

JOHN N. SELLERS, [SEAL.]
Justice of the Peace.

State of Arkansas, county of Phillips, ss.

I, Lorenzo D. Maddox, clerk of the circuit court and ex-officio recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the 8th day of December, A. D. 1847, and the same is now duly recorded in record book J, pages 62, 63.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office in Helina, this 14th day of Dec'r, [SEAL.] A. D. 1847, and of the independence of the United States the 72d year.

L. D. MADDOX,
Clerk and Ex-officio Recorder.
By JAMES B. SHELL, D. C.

John A. Craig's deed to Joel Higgins.

The defendant then read in evidence against the objection of the plaintiff, a deed from John A. Craig to Joel Higgins, which is in *in* the words and figures following, to wit:

"Know all men by these presents, that I, John A. Craig, of the county of Chicot, in the State of Arkansas, in consideration of the sum of one hundred and twenty dollars cash, to me in hand paid by Joel Higgins, of Fayette county, in the State of Kentucky, the receipt whereof is hereby acknowledged, have granted, sold, released, and quitclaimed, and by these presents do grant, bargain, sell, release, and quitclaim unto the said Joel Higgins, and to his heirs and assigns forever, the following tract or parcel

of land situate, lying, and being in the county of Phillips, and State of Arkansas, and described on the plats of the public surveys as the southeast quarter of section thirty-one, (31,) in township two, south of range four east, from the 5th principal meridian, containing one hundred and sixty acres, with all the rights, privileges, and appurtenances thereunto belonging: to have and to hold the above granted premises to the said Joel Higgins, his heirs and assigns, to his and their own proper use, benefit, and behoof forever. And I, the said John A. Craig, for myself and my heirs, and executors and administrators, do covenant with the said Joel Higgins, his heirs and assigns, that the said premises are free from any encumberance made or suffered by me, and that I will, and my heirs, executors, and administrators shall warrant and defend forever, the right and title of the said land, with the appurtenances, unto the said Joel Higgins, and his heirs and assigns, against the claim of myself and my heirs, or any person claiming by, through, or under me, but against no other person.

In witness whereof, I have hereunto set my hand and seal, this 4th day of June, A. D. 1851.

JNO. A. CRAIG. [SEAL.]

Signed, sealed, and delivered in the presence of—
J. J. HORNOR.

Certificate of acknowledgement of deed.

State of Arkansas, Phillips county. ss.

Be it remembered, that on the 7th day of June, A. D. 1851, at the county of Phillips aforesaid, before me, James D. Latimer, an acting and duly commissioned justice of the peace in and for said county, personally came and appeared John A. Craig, the grantor in the above deed, who is personally well known to me, and acknowledged that he had voluntarily signed, sealed, and delivered the annexed and foregoing deed for the uses, purposes, and consideration therein mentioned and contained, and desired the same to be certified.

Given under my hand and seal.

JAMES D. LATIMER, J. P. [SEAL.]

State of Arkansas, county of Phillips, ss.

I, Richard H. Yates, clerk of the circuit court and ex-officio recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office, on the seventh day of June, A. D. 1851, and the same is now duly recorded in record book J, page 532.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, in Helina, this 12th day of June, A. D. 1851. [L. S.]

R. H. YATES, Clerk.
By W. S. THOMISON, D. C.

The plaintiff then moved the court to exclude from the jury both of said deeds, because they were wholly insufficient to show title to the tract of land in controversy, and of the plaintiff; but the court overruled said motion and *referred* to *exclusive* said deeds from the jury; to which judgment and decision of the court in overruling said motion, and refusing to exclude said deeds from the jury, the plaintiff excepted at the time, and such exception was noted down by the court, and further day given to reduce such exception to form, which is now accordingly done.

The plaintiff then read in evidence, as re-butting evidence, to show that the assessment and taxation of the tract of land in controversy, and the sale thereof by Miller Irvin, as collector of taxes, to John A. Craig, on the 5th day of November, 1838, was illegal, and that the said deed of said Bostick to said Craig was void, a duly certified extract from the tax book of Phillips county, in the year 1838, which is in the words and figures following, to wit:

Extract from the tax book of Phillips co. for 1838.

Extract from the tax book of Phillips county, in the State of Arkansas, for the year 1838.

State of Arkansas, county of Phillips, ss.

I, John R. Sanford, clerk of the circuit court and ex-officio clerk of the county court in and for the county of Phillips aforesaid, do hereby certify that the annexed and following tax book contains a fair and correct copy of the assessment of the county of Phillips for the year 1838, with an accurate estimate of the State tax due thereon, calculated according to the rate established by law, viz., at the rate one-eighth per centum on the assessed value of the property therein described.

In testimony whereof, I have hereunto set my hand as clerk, and affixed the seal of said court, at Hellina, this 12th [SEAL.] day of June, A. D. 1838.

JOHN R. SANFORD, Clerk.
By JOHN S. HONER, his Deputy.

Fulton, John T.	S. W.	1	1 N.	2 E.	160	5	for 1837 and 1838	
Same,	N. E.	13	1 S.	4 E.	160	5	same.	
Same,	S. E.	31	2 S.	4 E.	160	5	same.	
Same,	S. E.	32	1 N.	4 E.	160	5	same.	12 00

AUDITOR'S OFFICE, LITTLE ROCK, ARK'S,
April 22d, 1858.

I, William R. Miller, auditor of public accounts of the State of Arkansas, do hereby certify that the foregoing extract is cor-

rectly copied from the original tax book of Phillips county for the year 1838, now on file in my office.

[SEAL.] In testimony whereof, I have hereunto set my hand and affixed my official seal, the date above written.

W. R. MILLER,
Auditor of Public Accounts of Arkansas.

Certified copy of the advertisement of the sheriff of Phillips co. for 1838.

And a duly certified copy of the advertisement of the collector of taxes of said county of Phillips, of lands for sale for taxes in the year 1838, which is in the words and figures following, to wit:

Certified copy of the advertisement of the sheriff of Phillips co. for 1838.

Sale of lands for taxes in Phillips county, State of Arkansas.

Notice is hereby given, that the undersigned, sheriff of Phillips county, State of Arkansas, will offer for sale at the court-house door in the town of Helina, the seat of justice of said county, on Monday, the fifth day of November, A. D. 1838, the following described tracts or parcels of land and town lots, lying and being situated in the county of Phillips, in the State aforesaid, or so much thereof as will be sufficient to pay the taxes, costs, and penalties, for the years hereinafter mentioned, unless the taxes, costs, and penalties shall be paid before said day of sale. Sale to take place between the hours of ten o'clock in the forenoon and three o'clock in the afternoon of said day, and be continued from day to day until the whole are sold.

☞ NOTE.—If a less quantity than the whole amount of any tract of land or town lot be stricken off for the taxes, such part shall be laid off in a square off of the northeast corner of the survey, if there be no improvement thereon, and in case of an improvement, then off of such part as will evade the improvement, if possible so to do.

Present owners.	Original owners.	Part of ¼ section.	¼ or ½ section.	Section.	Township.	Range.	No. of acres.	Value per acre.	County tax.	State tax.	Years taxable.
Fisher, Allen	Allen Fisher		NW. fr.	9	1 N.	3 E.	169	5			1838.
Same	Same	SE.	NW. fr.	6	1 N.	3 E.	80	5			same.
Same	Same		SW. fr.	6	1 N.	3 E.	167	5	$2 08	$2 60	same.
Fellengin, Jonathan & J. W. Fellengin	Same		SW.	11	3 S.	3 E.	160	5	1 60	3 00	1837–'8.
Fellengin, Jonathan & Dudley,	Same		NE.	20	5 S.	2 E.	160	5	1 60	3 00	same.
Fisher, Arnold	Same	NE.	NE.	21	2 S.	4 E.	40	5	40	75	same.
Fisher, Mike, & Jacob Fisher	Same	NW. fr.	13	4 S.	3 E.	&					
Same	Same	S. pt.	SW. fr.	12	4 S.	3 E.	144	5	1 44	2 71	same.
Fryer, Isaac B	Same	W. ½	SE.	29	3 S.	3 E.	80	5	80	1 50	same.
Fulton, John T	Same		SW.	1	1 N.	2 E.	160	5			same.
Same	Same		NE.	13	1 S.	4 E.	160	5			same.
Same	Same		SE.	32	1 N.	4 E.	160	5			same.
Same	Same		SE.	31	2 S.	4 E.	160	5	6 40	12 00	same.

State of Arkansas, county of Phillips, sct.

I, John R. Sanford, clerk of the circuit court and ex-officio clerk of the county court within and for the county aforesaid, do hereby certify that the foregoing is a true and correct copy of the list of lands advertised for sale on the 5th day of November, A. D. 1838, in the county of Phillips, for the taxes, costs and penalty due thereon, and also of the notice thereof; which said list and notice were published in the Helina Spy, a newspaper printed in the town of Helina, in said county, for weeks previous to the day of sale.

In testimony whereof, I have hereunto set my hand as clerk, this 3rd day of November, A. D. 1838.

JOHN R. SANFORD, Clerk.
By JOHN S. HORNER, his Deputy.

State of Arkansas, county of Phillips.

I, Edward H. Cowley, clerk of the circuit court and ex-officio clerk of the county court within and for the county and State aforesaid, do hereby certify that the foregoing is a true and perfect copy of the notice of the sale of lands for taxes on the 5th day of November, A. D. 1838, and an abstract from the list of lands advertised for sale on said fifth day of November, A. D. 1838, and also the clerk's certificate thereto attached, as the same remains of record in my office.

In testimony whereof, I have hereunto set my hand as clerk as aforesaid, and affixed the seal of county court at office [SEAL.] in Helina, this 10th day of April, A. D. 1858.

EDWD. H. COWLEY, Clerk.

Copy of list of lands sold in Phillips co. in 1838.

And a duly certified copy of the list of lands sold for taxes in said county of Phillips, on the 5th day of November, A. D. 1838, which is in the words and figures following, to wit:

Lands sold for taxes in Phillips county, Arkansas, on Monday, the 5th day of November, A. D. 1838.

Part of ¼ section.	¼ or ½ section.	Section.	Township.	Range.	No. of acres.	Value per acre.	County tax.	State tax.	Penalty.	No. of acres sold.	To whom sold.
W. ½	SE	29	3 S.	3 E.	80	5	80	$1 50	57½	80	John A. Craig.
	SW.	1	1 N.	2 E.	160	5	1 60	3 00	1 15	160	The State.
	NE.	13	1 S.	4 E.	160	5	1 60	3 00	1 15	160	same.
	≥E.	31	2 S.	4 E.	160	5	1 60	3 00	1 15	160	John A. Craig.

State of Arkansas, county of Phillips.

I, Edward H. Cowley, clerk of the circuit court and ex-officio clerk of the county court for the county and State aforesaid, do hereby certify that the foregoing tracts or parcels of land were amongst other lands sold for taxes on the 5th day of November, A. D. 1838, as the same now remains of record in my office, and that there is no certificate of the clerk attached to the record of said sale.

In testimony whereof, I have hereunto set my hand as clerk as aforesaid, and affixed the seal of county court, at office in Helina, this 10th day of April, A. D. 1858.

[SEAL.]

EDW'D H. COWLEY, Clerk.

And it was admitted by the defendant that the several tracts of land in the foregoing documents respectively, described as the southwest quarter of section one, in township one north, range two east; the northeast quarter of section thirteen, in township one south, range four east; the southeast quarter of section thirty-two, in township one north, range four east; and the southeast quarter of section thirty-one, in township two south, range four east, in said extract, advertisement, and list described, and taxed, advertised, and sold in the name and as the property and estate of John T. Fulton, do not lie together in one body, but are separate and distinct tracts of land.

The defendant then offered, and was permitted to read in evidence, for the sole purpose of showing how said land came to be taxed in the name of John T. Fulton, two certified extracts from the books of the office of the auditor of public accounts of the State of Arkansas, which are in the words and figures following, to wit:

Certificate of Auditor of Arkansas.

SHERIFF'S OFFICE,
PHILLIPS COUNTY, ARKANSAS TERRITORY,
Nov. 6, 1826.

"I do hereby certify, that the Territory of Arkansas became the purchaser of the following described tracts and parts of tracts of land of the territorial tax due thereon, for the years hereinafter specified, and costs of advertisement—the said lands being offered for sale, and no person bid for or offered to pay the taxes and costs due on said tracts of land, the same was struck off to the Territory aforesaid:"

"Patentee or owner.	Description.				No. acres.	Years taxable.	Territorial tax.	Cost.
"Daniel Whiting.	SE.	31	2 S.	4 E.	160	1826	2 00	21"

"D. MOONEY, Sheriff."

AUDITOR'S OFFICE, LITTLE ROCK,
April 22d, 1858.

I, William R. Miller, auditor of public accounts of the State of Arkansas, do hereby certify that the annexed and foregoing is a true and correct extract from record of lands sold or forfeited at sheriff's sale for non-payment of taxes, book "B," No. 1, on file in my office.

In testimony whereof, I have hereunto set my hand and affixed [SEAL.] the seal of my office.

W. R. MILLER,
Auditor of Arkansas.

Certificate of the Auditor of Arkansas.

Auditor's sale of lands for non-payment of taxes.

TERRITORY OF ARKANSAS,
AUDITOR'S OFFICE, LITTLE ROCK,
February 13, 1834.

Notice is hereby given, that pursuant to the requisitions of an act passed by the general assembly of the Territory of Arkansas, entitled "An act providing for the redemption of lands stricken off to the territory for the non-payment of taxes," approved 15th November, 1833, I shall offer sale at the court-house door in the town of Little Rock, on the first Monday of October next, (being the 6th day of said month,) the following described tracts or parcels of land which have been for the term of five years or upwards stricken off to the Territory for non-payment of the taxes and costs due thereon by the sheriffs of the counties in which they respectively lie, or so much of each thereof as will be sufficient to pay the taxes, interest, and costs now due on said lands shall be paid by the owners or agents thereof on or before the said day of sale.

☞ The sale will commence at 10 o'clock in the forenoon of said day, and will be continued from day to day until the whole are sold.

Names of owners.	Qr. or half of section.	Number of section.	Township.	Range.	No. of acres.	Years for which taxes were due, when sold.	Arrearages of taxes and costs sold for.		Names of purchasers.
							$	cts.	
Daniel Whiting.....	SE.	31	2 S.	4 E.	160	1826 to 1834	19	83	John T. Fulton, 2d Jany., 1836.

The foregoing were the lands offered at auditor's sale in October, 1834.

ELIAS N. CONWAY,
Auditor of Ark's.

AUDITOR'S OFFICE, LITTLE ROCK,
April 7, 1859.

I, William R. Miller, auditor of public accounts of the State of Arkansas, do hereby certify that the foregoing page, together with this, contains a true and correct extract from record book "A," of "Auditor's sale of lands for non-payment of taxes" in my office.

[SEAL.] In testimony whereof, I have hereunto set my hand and affixed the seal of my office.

WM. R. MILLER, Auditor.

To the reading of which, in evidence, the plaintiff at the time objected, upon the ground that it was *that it was* irrelevant, but the court overruled his objection and permitted the same to be read in evidence, and to which decision and judgment of the court in overruling such objection and permitting said document to be read in *in* evidence, the plaintiff at the time excepted, and such exception was noted down by the court, and further day given to reduce such exceptions to form, which is now accordingly done; which was all the evidence given to the jury.

Instructions asked by the plaintiff.

The plaintiff then moved the court to give certain instructions to the jury, numbered as below, consecutively from one (1) to ten (10) inclusive, the first and second of which the court gave, and refused to give the said third, fourth, fifth, sixth, seventh, eighth, ninth and tenth: and to which judgment and decision of the court in so refusing to give said third, fourth, fifth, sixth, seventh, eighth, ninth and tenth instructions to the jury, the plaintiff excepted at the time, and such exception was noted down by the court, and further time was given the said plaintiff to reduce such exception to form at any time during the said term, which is now accordingly done; and which said ten instructions so moved by the said plaintiff, and so consecutively numbered from one to ten inclusive, and as follows, to wit:

1. That if the jury believe from the evidence that the plaintiff, Thomas Pearce, was legally entitled to the possession of the tract of land described in the declaration on the 19th day of July, 1855, and that the defendant was then in possession thereof without permission of said plaintiff, they should find for the plaintiff, unless it appears from the evidence that the defendant or some other person then had a better title thereto than the plaintiff.

2. That if the jury find for the plaintiff, they may find nominal damages for him, although there is no evidence before them of the amount of damages by way of rents and profits.

3. That unless it appears from the recitals in the deed of Wm. M. Bostick, sheriff and ex-officio collector of taxes, to John A. Craig, dated the 26th day of November, A. D. 1847, read in evidence by the defendant, or from other extraneous evidence in the

case, that Miller Irvin, sheriff and ex-officio assessor and collector of taxes of Phillips county, in the year 1838, on or before the 10th day of January in that year, made and filed in the office of the clerk of the county court of said county an affidavit that he would perform the duties of assessor for the county of Phillips for the year 1838, faithfully, diligently and truly, according to law; that he would spare no person for favor, affection, reward, or the hope thereof; that he would wrong no person through hatred, prejudice or ill will; and that he would do equal justice, to the best of his judgment. And that on or before the 25th day of March, in the year 1838, he filed in the office of the clerk of the county court, the original assessment list made by him for that year, and immediately thereafter gave notice by at least one advertisement in each township in his county, that he had filed such assessment list, and that the same would be laid before the next county court. The sale of the tract of land in controversy in this suit by said Irvin, on the 5th day of November, 1838, for taxes for the year 1837 and 1838, was without authority of law, and void; and said Craig and Joel Higgins, who claims the land under him, acquired no title to the land in controversy by virtue of said deed of Bostick to Craig.

4. That unless it appears from said deed of W. M. Bostick, sheriff, &c., to John A. Craig, referred to in the last preceding instruction, or from other extraneous evidence before the jury, that in the year 1838 there was placed in the hands of said Irvin, as collector of taxes of said county of Phillips, a tax book made out by the clerk of the county court of said county, with a warrant under the seal of said court attached thereto. The sale of the land in controversy in this suit by said Irvin to John A. Craig, on the 5th day of November, in the year 1838, for taxes alleged to be due thereon, was without authority of law and void, and no title passed to said Craig by virtue of said deed, and the jury should disregard it.

5. That unless it appears from said deed of Bostick to John A. Craig for the land in controversy in this suit or other extraneous , that Irvin, the collector of taxes of said county of Phillips for the year 1838, on or before the 15th day of September in that year, filed in the office of the clerk of the county court of said county a list of lands and town lots in his county, owned by or assessed to persons who did not reside therein, (which list included the tract of land in controversy in this suit,) setting forth the name of the person in whose name it was taxed, and describing the same as it was described in the tax book, and charged thereon the taxes, and together with a penalty of twenty-five per centum on the amount of taxes due, the sale of said tract of land by said Irvin to said Craig, on the 5th day of November, 1838, for such taxes and penalty, was unauthorized by law, and as well as said deed, void, and the jury should disregard the same.

6. That if the jury find from the evidence that the plaintiff's grantors were the owners of the tract of land in controversy in this suit, when it was assessed for taxation and taxed in the name of another person, together with three other tracts of land, which it does not appear from the evidence belonged to them, and that the four tracts did not lie adjoining each other, and that the amount of taxes due on each was not stated separately, but a gross sum laid upon all four tracts, such assessment, taxation, and the sale to John A. Craig, on the 5th of November, 1838, were void, and the jury should disregard the deed of Bostick to said Craig.

7. That if the jury find from the evidence that the collector of taxes for the county of Phillips, in the year 1838, advertised the land in controversy in this suit for sale on the 5th day of November, A. D. 1838, for the amount of taxes which it appeared from the tax book was due thereon for the years 1837 and 1838, with a penalty of twenty-five per centum on the amount of taxes, and for the year 1837 as well as the year 1838 added thereto, and that he sold the same to John A. Craig for such taxes and penalty, said sale and the deed from W. M. Bostick to said Craig therefore are void in law, and they should disregard the same.

8. That if the jury find from the evidence that the collector of taxes of said county of Phillips for the year 1838 advertised the land in controversy in this suit for sale on the 5th day of November, 1838, and on that day sold the same to John A. Craig for a large sum of money, that was charged thereon in the tax book for the year 1838, said sale and the deed from Bostick to said Craig, read in evidence, are void, and the jury should disregard the same.

9. That if the jury find the deed from Bostick to John A. Craig for the tract of land in controversy, is void for the reason stated in any of the foregoing instructions, numbered 3, 4, 5, 6, 7, and 8, the plaintiff's action is not barred, unless the defendant has shown by evidence that he or some person other than the plaintiff had been in the actual adverse possession of said tract of land for ten years before the commencement of this suit.

10. That the statute of limitation of five years did not begin to run against the plaintiff in this action, till the defendant or some other person took actual and adverse possession of the tract of land in controversy in this suit; and if the jury find from the evidence, that within five years next after such possession was taken by the defendant or some other person, the plaintiff commenced an action of ejectment against the defendant in the circuit court of Phillips county for said tract of land, and afterwards took a non-suit, and commenced this suit within one year after taking such non-suit, plaintiff's action is not barred. The defendant then moved the court to give six certain instructions to the jury, numbered from one (1) to six (6) consecutively, and true copies of which are as follows, to wit:

HIGGINS ads PEARCE.

Instructions asked by the defendant.

The defendant moves the court to instruct the jury:

1st. If the jury believe from the evidence that John A. Craig purchased the land in controversy from the sheriff and ex-officio collector of Taxes of Phillips county on the 5th day of November, 1838, and that on the 26th day of November, 1847, the then sheriff and ex-officio collector of taxes of said county of Phillips, and State of Arkansas, executed to the said John A. Craig a deed to the said tract of land in controversy, and that the same was duly filed record on the 8th day of December, 1847, in the office of the clerk and ex-officio recorder of *of* said county, and duly recorded, and that more than five years have elapsed since the execution and recording of the same, and next before the institution of this suit, or of the suit Phillips county, on the 2nd day *day* of February, 1854, they should find for the defendant.

2d. If the jury believe from the evidence that John A. Craig purchased the land in controversy from the sheriff and ex-officio collector of Phillips county, Ark's, on the 5th day of November, 1838, and that on the 26th day of November, 1847, the then sheriff and ex-officio collector of Taxes of said county executed to the said John A. Craig a deed to the said tract of land, and that the same was duly filed for record on the 8th day of December, 1847, in the office of the clerk and ex-officio recorder of said county, and duly recorded, and that more than five years have elapsed since the date of such sale, and next before the institution of this suit or of the suit in Phillips county, on the 2d day of February, 1854, they should find for the defendant.

3d. If the jury believe from the evidence that John A. Craig purchased the land in controversy from the sheriff and ex-officio collector of taxes of Phillips county, on the 5th day of November, 1838, and that on the 26th of November, 1847, then the sheriff and ex-officio collector of taxes for the county of Phillips, and State of Ark's, executed to the said John A. Craig a deed to the same tract of land in controversy, and that the same was duly filed for record on the 8th of December, 1847, in the office of the clerk and ex-officio recorder of said county, and duly recorded, and that he, on the 4th day of June, 1851, executed to Joel Higgens a deed of conveyance for the tract of land in controversy, and that the same was duly acknowledged, and filed for record on the 7th day of June, 1851, and that more than five years have elapsed since the execution and recording of the deed to said John A. Craig, next before the institution of the suit in Phillips county, on the 2d of February, 1854, they should find for the defendant.

4th. If the jury believe from the evidence that the defendant

and Joel Higgins made a deadening on and were in the actual possession of said tract of land in the year 1847, and so continued more than three years next before the 4th day of January, 1851, that their possession was and is in law deemed to be the possession of said John A. Craig, and that said John A. Craig, or any person claiming or deriving title from him, other than the said plaintiff or those under whom he claims, continued to hold possession of said tract of land or any part thereof for more than 3 years after the said 4th day of January 1851, and next before the commencement of said suit, in Phillips county, on the 2d day of February, 1851, they should find for the defendant.

5. If the jury believe from the evidence that the defendant and Joel Higgins made a deadening on and were in the actual possession of the tract of land in controversy in the year 1847, their possession was and is deemed in law the possession of John A. Craig, by virtue of his purchase of said land from the sheriff and collector of taxes, and the executing and recording of the deed therefore; and if they further believe from the evidence that they so continued in possessing of the land in controversy from the said year 1847 until the sale of the said land from the said John A. Craig to the said Joel, and up to the institution of said suit in Phillips county, in February, 1854, and that more than 5 years have elapsed since the execution and recording of said deed to said John A. Craig by said sheriff as aforesaid, and next previous to the institution of said suit as aforesaid, they should find for defendant.

6th. That by the sale of said land in controversy on the 5th day of November, 1838, by the sheriff and ex-officio collector of Phillips county to John A. Craig, and the conveyance thereof to said Craig in pursuance of such sale by the sheriff of said county, dated the 26th day of November, 1847, duly recorded in said county, the title of the then or prior owner or owners of the land was divested and rested in the said John A. Craig, by relation, from the date of such sale, unless redeemed within one year thereafter. And unless the jury believe from the evidence that said plaintiff, his ancestor, predecessor, or grantor, was seized or possessed of the premises in question within 10 years next before the commencement of said suit, in Phillips county, in February, 1854, they should find for the defendant.

And the court gave each of the said first, third, fifth, and sixth instructions so moved by the said defendant, and refused to give the said second and fourth instructions; and to which judgement and decision of the court in so giving to the jury said first, third, fifth, and sixth instructions, so moved by the defendant and each of them, the said plaintiff excepted at the time, and such exception was then noted down by the court; and further time was given to reduce the same to form, at any time during the same term, which is now done.

And now, in pursuance of such leave, the said plaintiff now, on this fifth day of May, in the same term, comes and tenders his bill of exceptions in respect to the several judgements and decisions so excepted to, and prays that the same may be signed, sealed, enrolled, and made a part of the record in this cause, which is accordingly done, now for them.

DANIEL RINGO, [SEAL.]
U. S. Judge for Eastern District of Arkansas.

Filed May 5th, 1859.
Attest: A. H. RUTHERFORD, Clerk.

The United States of America, eastern district of Arkansas.

I, Archibald H. Rutherford, clerk of the circuit court of the United States within and for the eastern district of Arkansas, do hereby certify that the preceding sixty-three pages contain a full, true, and correct transcript of the record and proceedings of the cause mentioned in the caption thereof, to wit, Thomas Pearce, plaintiff, vs. Randall G. Higgins, defendant.

In testimony whereof, I have hereto set my hand and affixed the seal of said circuit court, at Little Rock, Arkansas, this 12th day of November, A. D. 1859.
[SEAL.]

A. H. RUTHERFORD, Clerk.

The United States of America to Randall G. Higgins, Esquire, greeting:

You hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the eastern *of* district Arkansas, wherein Thomas Pearce is plaintiff and Randall G. Higgins, plaintiff in error, and you are defendant in error, to show caause,, if any there be, why a judgment between said parties, rendered against the said Thomas Pearce, in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Daniel Ringo, of the district aforesaid, presiding in the circuit court, this fifth day of May, in the year of our Lord one thousand eight hundred and fifty-nine.

DANIEL RINGO,
U. S. Judge for the eastern district of Arkansas.

Brief on pension claim 45 & 27
Settlement demand 23 Sept 1853

586

Duties under act of 1809 might & probably
of pension - Bissell 227
Were actually required - Holland's Letter 86
Regulation 1818 for compensation - but were not
Asst Atty Clifford

SUPREME COURT OF THE UNITED STATES.

No. 272.

JASPER STRONG, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE DISTRICT COURT U. S. FOR THE NORTHERN DISTRICT OF FLORIDA.

G. S. GIDEON, Printer, 511 Ninth street, Washington.

SUPREME COURT OF THE UNITED STATES.

No. 272.

JASPER STRONG, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE DISTRICT COURT U. S. FOR THE NORTHERN DISTRICT OF FLORIDA.

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Pleas held before the honorable the district court of the United States for the northern district of Florida, at Pensacola, in a cause therein depending, wherein The United States of America are plaintiffs, and Jasper Strong is defendant.

Præcipe.

Now at this day came the said United States of America, and filed herein the following order, to wit:

District Court of the United States, northern district of Florida. Returnable to 1st Monday in June, 1857, at Pensacola.

THE UNITED STATES OF AMERICA vs. DUDLEY WALKER. } Debt $50,000. Dam. $20,000.

THE SAME vs. JASPER STRONG. } Debt $50,000. Dam. $20,000.

THE SAME vs. } Debt $50,000. Dam. $20,000.

Executor of George W. Barkley.

The clerk will issue writs returnable to 1st Monday in June.

C. C. YONGE, *Att'y of U. S.*

Summons.

Whereupon a summons was issued, in the words and figures following, to wit:

The President of the United States to the Marshal of the northern district of Florida, greeting:

You are hereby commanded to summon Jasper Strong, if he may be found in your district, to be and appear before the district court of the United States for the northern district of Florida, on the first Monday in June, 1857, to answer unto the United States of America, in a plea of debt, fifty thousand dollars, wherein the said plaintiff claims damages to the amount of twenty thousand dollars, and have you then and there this writ.

Witness Hon. McQueen McIntosh, judge of said court, at the city of Pensacola, in the said district, this the first day of June, A. D. 1857, and of the American independence the 80th year.

C. N. JORDAN, *Clerk.*

Marshal's return on Writ.

On which writ is the following return, to wit:
Received December 3d, 1857.

WM. McKAINE.

Executed the within writ, by leaving a copy of the same with son of the defendant, at the habitation of the def., Dec. 3d, 1857.

E. E. BLACKBURN,
U. S. Marshal.
By WM. McKAIN,
Dept. Marshal.

Declaration.

And on a subsequent day, to wit, the tenth day of September, eighteen hundred and fifty-eight, came the said plaintiffs, and filed herein their declaration, in the words and figures following, to wit:

The District Court of the United States for the northern district of Florida—July adjourned term, 1858.

The Northern District of Florida, Western Division, to wit:

The United States of America by C. C. Yonge, their attorney, complain of Jasper Strong, who has been summoned to answer the plaintiffs in a plea of debt, that he render unto them the sum of fifty thousand dollars, that he owes to and unjustly detains from them.

For that whereas the said defendant heretofore, to wit, on the ninth day of August, in the year A. D. 1845, to wit, in said district, together with Dudley Walker and one George W. Barkley, who has since departed this life, made their certain writing obligatory, sealed with their seals, and now here to the court shown, the date whereof is the day and year aforesaid, by which said writing obligatory the said defendant, and the said Barkley and Walker, then and there acknowledged themselves jointly and severally to be held and jointly and severally bound unto the said plaintiffs in the sum of twenty-five thousand dollars, which said writing obligatory was and is subject to a certain condition thereunder written, to wit, that if the said Dudley Walker should faithfully discharge all his duties as purser in the navy of the United States, then the above stated obligation was to be have been void, else to remain in full force and virtue; and the said plaintiffs aver that at the time of the execution of the said writing obligatory, to wit, on the day and year aforesaid, to wit, in the district aforesaid, there were remaining in the hands of him, the said Dudley Walker, as purser in the navy of the United States of America, to be by him, in the discharge of the duties of his said office of purser, applied and disbursed for the use and benefit of the plaintiffs,

divers large sums of money, amounting to the sum of two hundred thousand dollars, the property of the said plaintiffs; and that after the execution of the said bond, to wit, on the first day of September, in the year 1845, to wit, in the district aforesaid, there came to the possession of him, the said Dudley Walker, as such purser, as in said bond recited, divers other sums of money, amounting to the sum of two hundred thousand dollars, the property of the said plaintiffs, to be by him disbursed and applied for the use and benefit of the said plaintiff in his said capacity as purser in the navy of the United States; and that the said Dudley Walker hath not so applied and disbursed the said sums of money, or any or either of them, or any part thereof, for the use of the said plaintiffs, or paid the same to the said plaintiffs, as in the execution and discharge of the duties of his said office of purser he ought to have done.

And for that whereas, also, the said Jasper Strong, together with the said Dudley Walker and the said George W. Barkley, in his lifetime, afterwards, to wit, on the twenty-seventh day of November, A. D. eighteen hundred and forty-nine, to wit, in the district aforesaid, made their certain other writing obligatory, sealed with their seals, and now here to the court shown, the date whereof is the day and year last aforesaid, by which said writing obligatory the said defendant, and the said Dudley Walker and said George W. Barkley, then and there acknowledged themselves to be held, and firmly, jointly, and severally, to the said plaintiffs, in in the sum of twenty-five thousand dollars, to be paid to the said plaintiffs, which said last mentioned writing obligatory was and is subject to a certain condition thereunder written, that if the said Dudley Walker should faithfully discharge all his duties as purser in the navy of the United States, then the above last dated obligation was to have been vold, else to remain in full force and virtue; and plaintiffs aver, that at the time of the execution of the said last mentioned writing obligatory, to wit, on the 27th day of November, A. D. 1849, to wit, in the district aforesaid, there were remaining in the hands of him, the said Dudley Walker, as such purser in the navy of the United States, to be by him, the discharge of the duties of his said office of purser, applied and disbursed for the use and benefit of the said plaintiffs, divers large sums of money, amounting to the sum of two hundred thousand dollars; and that after the execution of the last mentioned writing obligatory, to wit, on the first day of December, A. D. 1849, to wit, in the district aforesaid, there came to the possession of him, the said Dudley Walker, as such purser, the further sum two hundred thousand dollars, the property of the said plaintiffs, to be by him disbursed and applied as such purser, for the use and benefit of the said plaintiffs; and that the said Dudley Walker did not and has not applied and disbursed the same, or any part thereof, for the use and benefit of the said plaintiffs, or paid the same to

the said plaintiffs, as in the execution of the duties of his said office he ought to have done; but though requested, the said Dudley Walker has refused, and still does, to pay the said sums of money, or either of them, or any part thereof, to the said plaintiffs. By reason of which said breaches of said writings obligatory, the same have become forfeited, and an action hath thereby accrued to said plaintiffs to demand and have of and from the said Jasper Strong the said sum of fifty thousand dollars, above demanded. But the said defendant, though often requested, has not paid the said sums of money, or any or either of them, or any part thereof, to plaintiff, to damage of plaintiffs of twenty thousand dollars, and therefore they bring suit, &c.

C. C. YONGE,
U. S. Att'y.

Pleas.

And on a subsequent day, to wit, the seventh day of March, eighteen hundred and fifty-nine, came the defendant and filed his pleas, as of July adjourned term, 1858, in the words and figures following, to wit:

District Court of the United States for the northern district of Florida, at Pensacola.

THE UNITED STATES OF AMERICA
vs.
JASPER STRONG. } Debt.

And the said defendant comes and defends the wrong and injury, when, &c., and says that at the time of executing the said several writings obligatory in the plaintiff's declaration mentioned, or either of them, there were not remaining in the hands of the said Dudley Walker, as a purser in the navy of the said United States, the said several sums of two hundred thousand dollars in the said plaintiff's declaration mentioned, or either of them, or any other sum of money, the property of the said plaintiffs; nor did the said Dudley Walker, as a purser in the navy of the said United States, after executing the said several writings obligatory, or either of them, receive the said several sums of two hundred thousand dollars, in the said plaintiff's declaration mentioned, or either of them, or any other sum of money, the property of the said plaintiffs, which he, the said Dudley Walker, as a purser in the navy of the said United States, did not apply and disburse for the use of or pay to the said plaintiffs, in manner and form as the said plaintiffs have above thereof complained against the said defendant, and of this he puts himself upon the country.

RICH'D L. CAMPBELL,
Def't's Att'y.

And pl'ffs doth the like.

C. C. YONGE, *U. S. Att'y.*

Jasper Strong, the defendant in the above stated case, being duly sworn, says that he believes the foregoing plea to be true in substance.

JASPER STRONG.

Sworn to and subscribed before me this 7th day of March, A. D. 1859.

M. P. DERIOBOO,
Clerk.

And now at this day, to wit, the sixth day of July, eighteen hundred and fifty-nine, came the parties, and the following order was made.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And now, at this day came the parties by their attorneys, to wit, the United States by C. C. Yonge, esquire, who prosecutes the pleas of the United States, and the defendant by Richard L. Campbell, esq.; and thereupon came a jury, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, William F. Lee, William H. Baker and L. Liebman, who were duly elected and sworn to try the issue joined in this case, and a true verdict give according to law and evidence, and thereupon the attorney for the plaintiff proceeded to submit evidence to the jury. The usual hour for adjournment having arrived, it is ordered by consent of counsel, that the said jury be discharged until to-morrow at ten o'clock.

Thursday, July 7, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And now, at this day, came the parties, by their attorneys respectively, and the district attorney proceeded to submit evidence to the jury. The hour of adjournment having arrived, it is ordered that the jury be discharged until to-morrow at ten o'clock a. m.

Friday, July 8th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

Now, at this day, came the parties, by their attorneys respectively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, Wm. K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, Wm. F. Lee, Wm. H. Baker, and L. Liebman, and the district attorney proceeded to submit evidence to the jury. The hour of adjournment having arrived, it is ordered that the jury be discharged until to-morrow at ten o'clock a. m.

Saturday, July 9th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the parties, by their attorneys respectively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, P. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, Wm. F. Lee, William H. Baker, and L. Liebman, and the district attorney proceeded to submit evidence to the jury. The hour of adjournment having arrived, it is ordered that the jury be discharged until Monday morning at ten o'clock.

Monday, July 11th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the parties, by their attorneys respectively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, William F. Lee, William H. Baker, and L. Liebman, and the district attorney proceeded to submit evidence to the jury. The hour of adjournment having arrived, it is ordered that the jury be discharged until to-morrow morning, ten o'clock.

Tuesday, July 12th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the parties, by their attorneys respect-

ively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, Wm. F. Lee, William H. Baker, and L. Liebman. The evidence having been concluded, the counsel proceeded with the argument in the cause. And it appearing to the court that the hour of adjournment had arrived, it is ordered that the jury be discharged until to-morrow evening at 5 o'clock.

Wednesday, July 13th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the jury heretofore empanelled in this case, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, William F. Lee, William H. Baker, and L. Liebman, and the court not being prepared to charge the jury, they were discharged until to-morrow at 12 o'clock.

Thursday, July 14th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the parties, by their attorneys respectively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, William K. Hyer, T. Bissell, Joseph Mitchell, Francis B. Bobe, William Webb, A. R. Baker, Wm. F. Lee, William H. Baker, and L. Liebman, and the court not being prepared to charge the jury, they were discharged until to-morrow morning at ten o'clock.

Friday, July 15th, 1859.

Debt on Bond.

THE UNITED STATES OF AMERICA } C. C. Yonge.
vs.
JASPER STRONG. } R. L. Campbell.

And at this day came the parties, by their attorneys respectively, and the jury heretofore empanelled, to wit, E. W. Rogers, Manuel C. Gonzalez, Jos. P. Thornton, Francis B. Bobe, William Webb, A. R. Baker, Wm. F. Lee, Wm. H. Baker, L. Liebman,

Wm. K. Hyer, T. Bissell, and Joseph Mitchell, who having received the charge of the court, retired to consider of their verdict.

Verdict and Judgment.

Monday, July 18th, 1859.

Debt on Bond.

The United States of America	C. C. Yonge.
vs.	
Jasper Strong.	R. L. Campbell.

Now, at this day, comes the United States, by C. C. Yonge, district attorney, and the defendant, by R. L. Campbell, his attorney, and the jury heretofore empanelled in this case, to wit, E. W. Rogers, Manuel C. Gonzalez, Joseph P. Thornton, Francis B. Bobe, William Webb, A. R. Baker, William F. Lee, Wm. H. Baker, L. Liebman, William K. Hyer, T. Bissell, and Joseph Mitchell, who, by their foreman, returned the following verdict, to wit: We, the jury, find that the defendant is indebted to the plaintiff in the sum of twenty-five thousand dollars; therefore it is considered by the court that the plaintiff do recover of and from the defendant the sum of twenty-five thousand dollars, the penalty of the bond, to be discharged by the payment of twenty-five thousand dollars, the amount so found to be owing from the defendant to the plaintiff, and the sum of thirty-one dollars and twenty cents costs about their suit in this behalf expended, and that the defendant be in mercy, &c.

In the District Court of the United States for the northern district of Florida, at Pensacola.

United States of America	Debt on Bond.
vs.	
Jasper Strong.	

Be it remembered, that on the trial of the above stated case, the plaintiffs submitted to the jury the following testimony, to wit:

The two bonds described in the plaintiffs' declaration.

After proving, by other official statements, there was a balance of four hundred and eight dollars and seventy-two cents due on 16th May, 1849, to the plaintiffs by the said Dudley Walker, as a purser in the navy of the United States, the plaintiffs submitted to the jury the following documentary evidence, properly authenticated according to law.

8,732.—Statement of the Ac. of Dudley Walker, Purser, and his pay to 10th August, 1849, in
Reported 18 Aug., '49. Ex'd Comptroller's Office Aug. 27, 1849, by Alf. Sch'g.—G. M. H.

DR. *Dudley Walker, Purser, in account with the United States.* CR.

Pay of the Navy.		Pay of the Navy.	
To bal. per report 8,655.....	408 72	By allotment, being erroneously	
Jos. Bryan, 8,658.....	38 00	charged to you by Jos. Bryan..	38 00
Hospital fund.....	35	Qr. pay from May 1st to 10 June,	
		1849, 41 days, a 1,800 per a.....	202 19
		Qr. pay from 1st to 10th August,	
		10 days, a 1,800 per ann.....	49 31
		Bal. due United States.....	157 57
	$447 07		$447 07
Balance per contra.....	157 57		

Treasury Department, Fourth Auditor's Office, August 18th, 1849.

J. B. THOMAS, *Clerk.*

No. 8,732. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE, *August 18th*, 1849.

I certify that I have examined and adjusted the account of Dudley Walker, purser U. S. navy, and find that there is due to the United States one hundred fifty-seven $\frac{57}{100}$ dollars, thus:

Pay of the Navy, $157 57,

as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 27th day of August, 1849.

ALBION K. PARRIS,
Second Comptroller.

No. 9,160.—Dudley Walker, Purser and Acting Navy Ag't. Report.

Dudley Walker, Purser and acting as a Navy Agent at Pensacola, 1st and 2d Quarters 1850, *in account with the United States.*

DR.					CR.	
Pay of Navy.					Pay of Navy.	
Aug. 27.	To balance, report	No. 8,732	157 57		By expenditures, abstract.....	17,544 26
May 15.	Requisition,	9,391	5,000		J. B. Rittenhouse, overc'sts re-charged.....	44 78
June 21.	T. W. Bell, r't,	9,022	700		W. Speiden, overc'sts, (No. 9,143, ent'd).....	10 17
" 14.	Requisition,	9,435	7,037 80			

July 24.	Requisition, 9,493	4,900			
Aug. 17.	W. Sloanaker, r't.....	100			
	J. B. Rittenhouse, r't....	25,649 42			
	J. B. Rittenhouse, allot's, &c.....	270			
	C. P. Patterson, check...	71 31			
	Stores from storekeepers..... 108 05				
	Hospital funds.. 82 51				
		190 56			
		44,056 66			44,056 66
	Balance due U. S. per contra.	24,176 35			
	Clothing of Navy.			Clothing of Navy.	
	To slops from naval storekeeper.....	443 83		By requisition No. transfer.....	1,001 59
	J. B. Rittenhouse, report	557 76			
		1,001 59			
	Provisions.			Provisions.	
May 15.	To requisition No. 9,371.....	150		By expenditures, abstract.....	1,499 33
June 14.	Do. 9,435.....	150			
July 24.	Do. 9,493.....	150			
			Geo. F. Cutter..... 3 10		
			Do. allot. (navy agent) 48 00		
				51 10	
			Geo. H. White, advance (do).....	1,500	
			This sum, being allot's p'd Mr. Fry, navy ag't (ent'd).....	30	
			Do. erroneous debts in ac. W. Anderson.....	700	
			Balance.....	24,176 35	

Account—Continued.

	Hospital rations.....	266			
	Requisition No. transfer,	783 33			
		1,499 33			
	Contingent.			Contingent.	
May 10.	To requisition No. 9,360.....	1,481 09		By expenditures, abstract.....	11,896 57
" 15.	Do. 9,371.....	2,000			
July 24.	Do. 9,493.....	2,000			
	Requisition to transfer.....	6,415 48			
		11,896 57			
	Navy Yard, Pensacola.			Navy Yard, Pensacola.	
May 10.	To requisition No. 9,360.....	10,634 60		By expenditures, abstract.....	64,610 51
" 15.	Do. 9,371.....	13,500			
June 14.	Do. 9,435.....	17,638 75			
July 24.	Do. 9,493.....	19,531 26			
Aug. 7.	Do. 9,520.....	2,912 72			

Requisition to transfer....	393 18		
	64,610 51		
Navy Hospital Fund.		**Navy Hospital Fund.**	
May 10. To requisition No. 9,360.....	1,345 23	By expenditures, abstract.....	3,363 15
June 14. Do. 9,435.....	574 76		
Aug. 7. Do. 9,520.....	1,327 73		
Requisiton No. transfer..	115 43		
	3,363 15		
Increase Armament.		**Increase Armament.**	
May 15. To requisition No. 9,371....	3,530	By expenditures, abstract.....	4,351 72
June 14. Do. 9,435....	200	Req. No. transfer.....	5,555 57
July 24. Do. 9,493....	6,250	Balance.....	5,011 94
Aug. 7. Do. 9,520....	4,939 23		
	14,919 23		14,919 23
Balance due U. S. pr. contra.....	5,011 94		

Account—Continued.

Dry Dock, Pen'a.			**Dry Dock, Pensacola.**		
May 15.	To requisition No. 9,371....	170	By expenditures, abstract.....		1,190 38
June 14.	Do. 9,435....	500			
July 24.	Do. 9,493....	350			
	Requisition to transfer.....	170 38			
		1,190 38			
Hospital, Pensacola.			**Hospital, Pensacola.**		
May 15.	To requisition No. 9,371....	600	By expenditures, abstract.....		754 69
June 14.	Do. 9,435....	980	Requisition No. transfer.....		1,528 91
July 24.	Do. 9,493....	703 60			
		2,283 60			2,283 60
Pay of Marine Corps.			**Pay Marine Corps.**		
July 26.	To B. W. L. Shuttleworth, R. T., 9,050.	405 93	By req'n No. transfer.....		405 93

Superintendents.		Superintendents.	
May 10. To requisition No. 9,371....	750	By expenditures, abstract.....	2,864 20
June 14. Do. 9,435....	750		
July 24. Do. 9,493....	750		
Requisition No. transfer.....	614 20		
	2,864 20		
Surgeons' Necessaries.		**Surgeons' Necessaries, &c.**	
June 14. To requisition No. 9,435....	115 26		
Balance due U. S. per contra.....	115 26		
Total balance due U. States.....	$29,303 55		

Treasury Department, Fourth Auditor's Office, Oct'r 12th, 1850.

No. 9,160.—Dudley Walker, purser and acting navy agent. 1st and 2d qrs., 1850. Pensacola, Octo. 14th, 1850.

2D COMPT'S OFFICE, *Nov. 26th*, 1850.

Ex'd.—Jno. M. Broadhead. Ent'd.—J. B. O.

No. 9,160. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE, *Octo. 12th*, 1850.

I certify that I have examined and adjusted the account of Dudley Walker, purser and act'g navy agent, and find that there is due from him to the United States the sum of $29,303 55, thus:

Pay of navy	$24,176 35
Increase	5,011 94
Surgeons', &c.	115 26
	$29,303 55

Balance due U. States $29,303 55, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

R. L. MACKALL, *Act'g Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 26th day of Novem'r, 1850.

ALBION K. PARRIS, *Second Comptroller.*

No. 9,236.—Dudley Walker, Purser. Report.

No. 9,236.—Statement account Dudley Walker, purser, Pensacola, 3d qr., 1850. Feb. 19, 1851.

2d Compt's Office, *March* 1, 1851.

Ex'd.—Jno. M. Brodhead. Ent'd.—J. B. O.

Dr. *Dudley Walker, Purser Pensacola Yard, 3d qr.* 1850, *in account with U. States.* Cr.

	Pay of Navy.				Pay of Navy.		
Nov. 26.	To balance, report 9,160.....	24,176	35	Jan. 24.	By Wm. Speiden, R't 9,166	60	
Oct. 2d.	Requisition No. 9,626....	54			Expenditure, abstract....	9,027	24
" 5.	Do. 9,636....	4,000			Requisition No. transfer.	426	68
" 25.	Do. 9,671....	4,000			Balance.....	36,589	70
" 28.	Do. 9,684....	4,000					
Dec. 9.	Wm. Sloanaker, R't 9,169	100					
Nov. 20.	Requisition No. 9,736....	5,500					
Dec. 19.	Do. 9,787....	4,000					
Feb. 10.	Chas. W. Cutter, R't 9,219	80					
	Wm. Sloanaker, allot...	50					
	A. J. Watson "	10					
	E. Farrand, overpay'ts..	7	23				
	Small stores, $71 39.....	71	39				
	Hospital fund.....	54	65				
		$46,103	62			$46,103	62
	Balance due U. States.....	$36,589	70				

Account—Continued.

Provisions.			**Provisions.**		
Oct. 2.	To requisition No. 9,626.....	1,738	By expenditures, abstract.....		2,371 88
	Hospital funds.....	207 20			
	Requisition No. transfer.	426 68			
		$2,371 88			$2,371 88
Surgeons' Necessaries.			**Surgeons' Necessaries.**		
Nov. 26.	To balance, R't 9,160.....	115 26	By balance per contra.....		115 26
	Balance due U. S.....	115 26			
Increase, Armament, &c.			**Increase, Armament, &c.**		
Nov. 26.	To balance, R't 9,160...	5,011 94	By expenditures, abstract.....		4,932 20
Sept.	Requisition No. 9,572....	1,835 77	Balance.....		8,259 30
Oct. 5.	Do. 9,636....	1,893 79			
" 28.	Do. 9,684....	1,200			
Nov. 20.	Do. 9,736....	1,500			
Dec. 19.	Do. 9,787....	1,750			
		$13,191 50			$13,191 50

Balance due U. S.....		8,259 30			
Navy Hospital Fund.			**Navy Hospital Fund.**		
Sep.	To requisition No. 9,572....	31 25	By expenditures per abstract.....		31 25
Dry Dock, Pensacola.			**Dry Dock, Pensacola.**		
Sep.	To requisition No. 9,572.....	226 39	By expenditure, abstract.....		300 75
Oct. 8.	Do. 9,643.....	212 34	Balance		734 23
" 25.	Do. 9,671.....	96 25			
" 28.	Do. 9,684.....	350			
Nov. 20.	Do. 9,736.....	150			
		$1,034 98			$1,034 98
	Balance due U. S.....	734 23			
Navy Yard, Pensacola.			**Navy Yard, Pensacola.**		
Sep.	To requisition No. 9,572.....	11,525 49	By expenditure, abstract.....		28,987 71
Oct. 8.	Do. 9,643.....	8,602 59	Balance.....		36,320 28
" 25.	Do. 9,671.....	8,985 91			
" 28.	Do. 9,684.....	10,000			
Nov. 20.	Do. 9,736.....	12,500			
Dec. 19.	Do. 9,787.....	9,500			

Account—Continued.

	Vouchers sup't N. ag't ac.....	4,194			
		$65,307 99			$65,307 99
	Balance due U. S.....	36,320 28			
	Naval Hospital, Pensacola.			Naval Hospital, Pensacola.	
Sep.	To requisition No. 9,572.....	204		By expenditure, abstract.....	281
Oct. 8.	Do. 9,643.....	77		Balance.....	1,250
" 28.	Do. 9,684.....	400			
No. 20.	Do. 9,736.....	350			
Dec. 19.	Do. 9,787.....	500			
		$1,531			$1,531
	Balance due U. S.....	1,250			
	Superintendents.			Superintendents.	
Sep.	To requisition No. 9,572.....	750		By expenditure abstract.....	2,115 47
Oct. 8.	Do. 9,643.....	759 39		Balance.....	2,383 61
" 25.	Do. 9,671.....	739 69			
" 28.	Do. 9,684.....	750			

Nov. 20.	Do.	9,736.....	750		
Dec. 19.	Do.	9,787.....	750		
			$4,499 08		$4,499 08
	Balance due U. S.....		2,383 61		
	Contingent.			Contingent.	
Oct. 2.	To requisition	No. 9,626.....	543 77	By expenditures, abstract.....	6,059 67
" 8.	Do.	9,643.....	2,976 64	Balance.....	5,126 82
" 25.	Do.	9,671.....	3,166 08		
" 28.	Do.	9,684.....	1,250		
Nov. 20.	Do.	9,736.....	1,550		
Dec. 19.	Do.	9,787.....	1,700		
			$11,186 49		$11,186 49
	Balance due U. S.....		5,126 82		
	Balance due U. States.....		$90,779 20		

Treasury Department, 4th Auditor's Office, Feb'y 18th, 1851.

No. 9,236. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE, *Feb'y 19th*, 1851.

I certify that I have examined and adjusted the account of Dudley Walker, purser Pensacola yard, 3d qr. 1850, and find that there is due from him to United States $90,779 20, thus:

Pay of navy	$36,589 70
Surgeons', &c	115 26
Increase, armament, &c	8,259 30
Dry dock, Pensacola	734 23
Navy-yard do.	36,320 28
Naval hospital, Pensacola	1,250 00
Superintendents	2,383 61
Contingent	5,126 82
	$90,779 20

Office balance $90,779 20, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor*.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this first day of March, 1851.

Second Comptroller.

No. 9,320.—Dudley Walker. Report No. 9,320. Statement Ac. Dudley Walker, Purser, Pensacola, 4th qr. 1850. Reported May 31, 1851.

2D COMPTROLLER'S OFFICE, *June* 12, 1851.

Ex'd.—Jno. M. Bradford. Ent'd.—J. B. O.

Dudley Walker, Purser and Act'g Navy Agent, in account with United States Pensacola Yard, 4th Qr., 1850.

DR. CR.

Pay of Navy.			Pay of Navy.		
Mar. 1. To balance, report 9,236	36,589 70		By expenditures, abstract. 12,290 49		
Feb. 18. Requisition, 9,963	4,000		Allot. P. Mid. Fry..... 150 00		
" 25. Henry Wilson, rep't 9,231	50 32				12,440 49
Ap. 3. Wm. Sloanaker, " 9,265	200		Balance.....		35,030 63
M'ch 19. Requisition, 1.....	6,000				
Chas. W. Cutter, r't 9,303	80				
Wm. Sloanaker, allot.....	50				
Wm. Hindman, overp'ts, r't, 9,312.....	254 60				
Wm. Hindman, ac't pur. allot.....	76 50				
E. D. Reynolds, overp'ts..	63 91				
J. B. Rittenhouse, allot..	30				
Hospital fund.....	57 57				

Account—Continued.

Stores from Naval S. Keeper..	18 52		
	$47,471 12		$47,471 12
Balance per contra.....	35,030 63		
Provisions.		Provisions.	
Feb. 13. To requisition, 9,952.....	1,000 00	By expenditures, abstract.....	763 38
Hospital rations.....	247 20	Balance.....	483 82
	$1,247 20		$1,247 20
Balance per contra.....	483 82		
Surgeons' Neces., &c.		Surgeons' Necessaries, &c.	
Mar. 1. To balance, report 9,236.....	115 26	By expenditures, abstract.....	
Balance per contra.....	115 26		
Contingent.		Contingent.	
Mar. 1. To balance, report 9,236.....	5,126 82	By expenditures, abstract.....	5,389 47

Feb. 13.	Requisition,	9,952.....	2,000 00	Balance.....	5,237 35
" 20.	Do.	9,972.....	1,600 00		
M'ch 19.	Do.	1.....	1,900 00		
			$10,626 82		$10,626 82
	Balance per contra.....		5,237 35		
	Increase, Armament, &c.			Increase, Armament, &c.	
M'ch 1.	To balance, report 9,236.....		8,259 30	By expenditures, abstract.....	2,818 23
Feb. 13.	Requisition,	9,952.....	500 00	Balance.....	8,441 07
" 18.	Do.	9,963.....	1,200 00		
M'ch 19.	Do.	1.....	1,300 00		
			$11,259 30		$11,259 30
	Balance per contra.....		8,441 07		
	Dry Dock, Pensacola.			Dry Dock, Pensacola.	
M'ch 1.	To balance, report 9,236.....		734 23	By expenditures, per abstract.....	40 50
				Balance	693 73
			734 23		734 23
	Balance per contra.....		693 73		

Account—Continued.

Navy Yard, Pensacola.		**Navy Yard, Pensacola.**	
M'ch 1. To balance, report 9,236.....	36,320 28	By expenditures, abstract.....	30,956 32
Feb. 2. Requisition, 9,972.....	10,500 00	Balance.....	27,363 96
M'ch 19. Do. 1.....	11,500 00		
	$58,320 28		$58,320 28
Balance per contra.....	27,363 96		
Naval Hospital, Pensacola.		**Naval Hospital, Pensacola.**	
Mar. 1. To balance, report 9,236.....	1,250 00	By expenditures, abstract.....	102 37
" 19. Requisition, 1.....	200 00	Balance.....	1,347 63
	$1,450 00		$1,450 00
Balance per contra.....	1,347 63		
Superintendents.		**Superintendents.**	
M'ch 1. To balance, report 9,236.....	2,383 61	By expenditures, abstract.....	2,217 37
Feb. 13. Requisition, 9,952.....	850 00	Balance	2,516 24
" 20. Do. 9,972.....	750 00		

M'ch 19.	Do. 1.....	750 00			
		$4,733 61			$4,733 61
	Balance per contra.....	2,516 24			
	Clothing of Navy.			Clothing of Navy.	
	To slops from Naval S. Keeper	227 33			
	Balance per contra.....	227 33			
	Official balance due U. S.	$81,456 9			

Treasury Department, Fourth Auditor's Office, May, 1851.

No. 9,320.

TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE,
May 30*th*, 1851.

I certify, that I have examined and adjusted the account of Dudley Walker, purser and acting navy agent, Pensacola yard, 4th quarter 1850, and find that there is due from him to the United States the sum of $81,456 92, thus:

Pay of navy.....	$35,030 63
Provisions.....	483 82
Surgeons' necess., &c.....	115 26
Contingent.....	5,237 35
Increase, armament, &c.....	8,441 07

Navy yard, Pensacola	27,363 96
Naval hospital, do.	1,347 63
Superint'dts	2,516 24
Clothing of navy	227 23
Dry dock, Pensacola	693 73
Office balance	$81,456 92

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this twelfth day of June, 1851.

HILAND HALL, *Second Comptroller.*

No. 9,416.—Dudley Walker, Purser. Report.

Dudley Walker, Purser Pensacola Yard, 1st quarter 1851, *in account with United States.*

DR. CR.

	Pay of Navy.				Pay of Navy.		
	To balance, report		9,320	35,030 63	By expenditures, abstract		12,600 45
Ap. 16.	To requisition, do.		83	5,000	By requisition, No. transfer		677 67
May 15.	To do.		145	6,000	Balance		41,527 17

June 14.	To Wm. Sloanaker, report, 9,324	256			
	To requisition, report 196	4,000			
July 24.	To do. 277	4,000			
	To Chas. W. Cutter, report, 9,377	40			
Aug. 30.	To J. H. Lathrop, do. 9,400	50			
	To do. allots.....	50			
	To Wm. Hindman, act'g p., do.....	211 50			
	To hospital funds.....	73 18			
	To stores for naval storekeeper.....	93 98			
		$54,805 29			$54,805 29
	Balance per contra.....	41,527 17			
	Provisions.			Provisions.	
Aug. 30.	To balance, report 9,320....	483 82	By expenditures, abstract.....		1,227 09
	To hospital fund, rations....	65 60			
	To requisi'n No. transfer....	677 66			
		1,227 09			

Account—Continued.

	Surgeons', &c.			Surgeons', &c.	
	To balance, report 9,320....	115 26		By balance.....	115 26
	To balance per contra.....	115 26			
	Contingent.			Contingent.	
	To balance, report 9,320	5,237 35		By expenditures, abstract.....	4,670 53
Ap. 16.	To requisition, 83	2,000		Balance.....	9,816 82
May 15.	To do. 145	2,500			
June 14.	To do. 196	2,750			
July 24.	To do. 277	2,000			
		14,487 35			14,487 35
	To balance due, per contra..	9,816 82			
	Increase, Armament, &c.			Increase, Armanent, &c.	
	To balance, report 9,320	8,441 07		By expenditures, abstract.....	2,536 38
Ap. 16.	To requisition, 83	1,500		Balance.....	7,404 69
		9,941 07			9,941 07
	To balance due, per contra..	7,404 69			

Dry Dock, Pensacola.				**Dry Dock, Pensacola.**	
To balance, report 9,320.....		693 73		By expenditures, abstract.....	48 58
				Balance.....	645 15
To balance, per contra.....		645 15			693 73
Navy Yard, Pensacola.				**Navy Yard, Pensacola.**	
To balance, report	9,320	27,363 96		By expenditure, abstract.....	32,669 95
Ap. 16. To requisition,	83	11,500		Balance.....	40,694 01
May 15. To do.	145	12,000			
June 14. To do.	196	11,500			
July 24. To do.	277	11,000			
		73,363 96			73,363 96
To balance, per contra.....		40,694 01			
Hospital, Pensacola.				**Hospital, Pensacola.**	
To balance, report	9,320	1,347 63		By balance.....	1,547 63
Ap. 16. To requisition,	83	200			
		1,547 63			
To balance, per contra.....		1,547 63			

Account—Continued.

	Superint'dts.			Superint'dts.	
	To balance, report 9,320	2,516 24	By expenditures, abstract.....		2,219 00
Ap. 16.	To requisition, No. 83	750	Balance.....		3,572 24
May 15.	To do. 145	750			
June 14.	To do. 196	750			
July 24.	To do. 277	1,025			
		5,791 24			5,791 24
	To balance, per contra.....	3,572 24			
	Clothing of Navy.			Clothing of Navy.	
	To balance, report 9,320....	227 23	By balance.....		606 65
	To slops for naval storekeeper.....	379 42			
		606 65			
	To balance, per contra.....	606 65			
	To office balance.....	$105,929 62			

Treasury Department, 4th Auditor's Office, Sept. 5th, 1851.

No. 9,416. Abstract of act. Dudley Walker, purser Pensacola yard, 1st quarter 1851. Reported Sep. 5th, 1851.

2D COMPT'S OFFICE, *Sep. 27th*, 1851.

Ex'd.—Jno. M. Brodhead. Ent'd.—J. B. O.

No. 9,416. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE, *September 5th*, 1851.

I certify, that I have examined and adjusted the account of Dudley Walker, purser Pensacola yard, 1st quarter 1851, and find that there is due from him to the United States the sum of $105,929 62, thus:

Pay of navy	$41,527 17
Provisions	
Surgeons' necess's, &c.	115 26
Contingent	9,816 82
Increase, armament, &c.	7,404 69
Dry dock, Pensacola	645 15
Navy yard, do	40,694 01
Hospital, do	1,547 63
Superintendents	3,572 24
Clothing of navy	606 65
	$105,929 62

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor*.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this twenty-seventh day of Sept., 1851.

J. MADISON CUTTS,
Act'g Second Comptroller.

No. 9,456.—Dudley Walker.—Report.

Dudley Walker, Purser, in account with United States, 2d Quarter 1851, *Pensacola Yard.*

Dr.			Cr.		
	Pay of Navy.			**Pay of Navy.**	
Sept. 27.	To Balance, report 9,416..	41,527 17	By D. J. M. Walton.....		3,500 00
Aug. 18.	Requisition 307.....	6,000 00	Expenditures, abstract.....		13,197 21
	J. H. Lathrop, report..	100 00	James C. Douglass, overp'ts.....		50 41
	Wm. Sloanaker, allot's	162 00	Requisition No. transfer		913 73
	W. H. LeRoy.....do...	60 00	Balance.....		30,524 35
	Wm. Hendman....do...	177 50			
	J. J. Jones, do. & ov'ts	73 35			
	Hospital funds	56 89			
	Stores from N. S. K'per	28 79			
		48,185 70			48,185 70
	Due U. States pr. cont...	30,524 35			
	Provisions.			**Provisions.**	
	To Hospital rations.....	163 20	By expenditures, abstract		1,076 93
	Requisition No. transfer	913 73			
		1,076 93			

Surgeons', &c.			**Surgeons', &c.**		
Sept. 27.	To balance, report 9,416...	115 26	By expenditures, abstract		
	Due U. States, per con.	115 26	Balance.....		115 26
Contingent.			**Contingent.**		
Sept. 27.	To Balance, report 9,416...	9,816 82	By expenditures, abstract		4,847 86
Aug. 18.	Requisition 307.....	2,500 00	Balance.....		7,468 96
		12,316 82			12,316 82
	Due U. States, per con.	7,468 96			
Increase, Armament, &c.			**Increase. Armament, &c.**		
Sept. 27.	To balance, report 9,416...	7,404 69	By expenditures, abstract		3,123 55
			Balance.....		4,281 14
	Due U. States, per con.	4,281 14			7,404 69
Dry Dock, Pensacola.			**Dry Dock, Pensacola.**		
Sept. 27.	To balance, report 9,416...	645 15	By expenditures, abstract		348 70
			Balance.....		296 45
	Due U. States, per con.	296 45			645 15

Account—Continued.

Navy Yard, Pensacola.			Navy Yard, Pensacola.		
Sept. 27.	To Balance, report 9,416...	40,694 01	By expenditures, abstract		33,046 85
Aug. 18.	Requisition 307.....	9,000 00	Balance.....		16,647 16
		49,694 01			49,694 01
	Due U. States, per con.	16,647 16			
Hospital, Pensacola.			Hospital, Pensacola.		
			By expenditures, abstract		565 50
			Balance		982 13
Sep. 27.	To balance, report 9,416	1,547 63			1,547 63
	Due U. States pr. contra.	982 13			
Clothing of Navy.			Clothing of Navy.		
Sep. 27.	To balance, report 9,416	606 65	By expenditures, abstract		
	Slops naval s. keeper	3 87	Balance		610 52
		610 52			

	Due U. States per contra.	610 52			
	Superint'd'ts.			Superint'd'ts.	
Sep. 27.	To balance, report 9,416	3,572 24		By expenditures, abstract.....	2,243 68
Aug. 18.	Requisition 307.....	1,025		Balance.....	2,353 56
		4,597 24			4,597 24
	Due U. States per contra.	2,353 56			

Treasury Department, 4th Auditor's Office, Octo. 22d, 1851.

No. 9,456.—Statement account Dudley Walker, purser, 2d Quarter 1851. Reported Oct. 23d, 1851.

2D COMPT'S OFFICE, *Nov.* 26, 1851.

Ex'd.—Jno. M. Brodhead. Ent'd.—J. B. O.

No. 9,456. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE, *Oct'r 22d*, 1851.

I certify, that I have examined and adjusted the account of Dudley Walker, purser Pensacola yard, 2d qr. 1851, and find that there is due from him to the United States the sum of $63,279 53, thus:

Pay of navy	$30,524 35
Surgeons	115 26
Contingent	7,468 96
Increase	4,281 14
Dry dock, Pens'a	296 45
Navy yard, do.	16,647 16

Hospital, Pens'a	982 13
Clothing navy	610 52
Superintendents	2,353 56
Office balance	$63,279 53

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

R. L. MACKALL,
Act'g Auditor.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this twenty-sixth day of November, 1851.

E. J. PHELPS,
Second Comptroller.

Dudley Walker, Purser, in account with the United States, Pensacola, 3d Quarter, 1851.

DR. CR.

Pay of Navy.			Pay of Navy.		
Nov. 26.	To Balance, report No. 9,456	30,524 35	Nov. 24. By Jno. Debree, Rt. 9,451		30
Dec. 4.	B. D. Wright, " 9,463	60	Dec. 1. E. T. Dunn, " 9,460		60
Jan. 2.	Wm. Sloanaker, " 9,480	124	" 19. J. C. Douglas, " 9,476		50 41
Dec. 4.	Requisition No. trans. 501	436 47	Louis Ashman, over-pay'ts		313 56
" 13.	J. M. Watson, Rt. 9,472	3,204			

Wm. Sloanaker, allot., Van Horn		50	J. B. Rittenhouse, overpay'ts		444 25
J. J. Jones, allot's		594	Wm. Smith, Lt., overpay'ts		183 03
Wm. Smith, Lt. "		21	Expenditures, abstract		12,208 44
D. Fauntleroy, "		6	Requisition No. transfer.		4,081 26
Lewis Ashman, "		16	Balance		33,489 71
J. S. Missroon, "		12			
Hospital fund		73 04			
Stores from N. S. Keeper	164 39				
This sum supposed to have been advanced by Navy Agent	15,525 00				
Erroneous credit, K. H. Douglas	50 41	15,739 80			
		$50,860 66			$50,860 66
Balance due U. States		$33,489 71			
Provisions.			Provisions.		
To requisition No. transfer		434 45	By expenditure, abstract		434 45

Account—Continued.

Surgeons', &c.			Surgeons', &c.		
To balance, report	9,456	115 26	By requisition No. transfer		115 26
Contingent.			Contingent.		
To balance, report	9,456	7,468 96	By expenditures, abstract		4,595 62
			Requisition No. transfer		2,873 34
					$7,468 96
Increase, Armament, &c.			Increase, Armament, &c.		
To balance, report	9,456	$4,281 14	By expenditures, abstract		3,518 91
			Requisition No. tra		762 23
		$4,281 14			$4,281 14
Dry Dock, Pensacola.			Dry Dock, Pensacola.		
To balance, report	9,456	296 45	By expenditures, abstract		195
			Requisition No. transfer		101 45
		$296 45			$296 45

Navy Yard, Pensacola.			**Navy Yard, Pensacola.**		
To balance, report..... 9,456		16,647 16	By expenditures, abstract.....		24,844 84
Requisition No. transfer.....		8,197 68			
		$24,844 84			$24,844 84
Hospital, Pensacola.			**Hospital, Pensacola.**		
To balance, report..... 9,456		982 13	By expenditures, abstract.....		100 50
			Requisition No. transfer.....		881 63
		$982 13			$982 13
Superintendents.			**Superintendents.**		
To balance, report..... 9,456		2,353 56	By expenditures, abstract.....		3,100 10
Requisition No. transfer.....		746 54			
		$3,100 10			$3,100 10
Clothing of Navy.			**Clothing of Navy.**		
To balance, r't.....9,456		610 52	Dec. 4. By requisition transfer 4,382		436 37
" slops from N. S. keeper.....		389 45	" requisition No. transfer....		563 50
		$999 97			$999 97
Balance due United States.....	$33,489 71				

Treasury Department, 4th Auditor's Office, January 28th, 1852.

No. 9,526.—Statement ac. Dudley Walker, Pensacola Yard, 3d quarter 1851. Reported Jan. 29, 1852.

2d COMP'S OFFICE, *Feb'y* 17, 1852.

Ex'd.—John M. Brodhead. Ent'd.—J. B. O.

No. 9,526. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE,
January 29th, 1852.

I certify that I have examined and adjusted the account of Dudley Walker, purser Pensacola yard, 3d quarter 1851, and find that there is due from him to the United States the sum of $33,489 71, under pay of the navy.

Balance due U. States $33,489 71, as appears from the statement and vouchers herewith transmitted, for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this seventeenth day of February, 1852.

E. J. PHELPS,
Second Comptroller.

No. 9,902.—Dudley Walker. Report.

DR. *Dudley Walker, Purser Pensacola Yard, account with United States, 4th Qr. 1851, and 1st Qr. 1852.* CR.

	Pay of Navy.				Pay of Navy.			
	To balance, report	9,526	33,489	71	Mc'h 1. By Josiah Tatnall, r't,	9,534	129	38
Feb. 25.	J. H. Lathrop,	9,530	25			Edward T. Dunn, 9,585	30	
M'ch 1.	Jos. Tatnall,	9,534	90		Sept. 29.	John Debree, 9,720	60	
Ap'l 15.	Wm. H. Le Roy,	9,573	120		Nov. 27.	Jno. B. Rittenhouse, 9,790	5	12
May 3.	Wm. Sloanaker,	9,586	168		Jan. 1.	John O. Bradford, 9,810	3,065	42
June 12.	B. D. Wright,	9,612	11,000			T. B. McBlair, 9,831	54	
" 8.	Wm. Sloanaker,	9,630	173			J. J. Jones, overp'ts.....	47	78
Ap'l 3.	B. D. Heriot,	9,660	450			Expenditures, abstract....	22,105	37
" 12.	B. D. Wright,	9,666	5,000			Requisition No. transfer..	4,890	23
Aug. 2.	Wm. Sloanaker,	9,699	83			Balance.....	21,871	31
Nov. 6.	J. H. Lathrop,	9,766	20					
" 17.	B. D. Heriot,	9,783	450					
" 27.	Jno. B. Rittenhouse,	9,790	497					
Jan. 27.	T. B. McBlair,	9,831	221	51				
	Wm. Sloanaker,	9,866	12					
	Lewis Ashman, allot's...		46					
	D. Fauntleroy "		8					
	J. J. Jones, overp'ts.....		626	70				
	Wm. Smith, con. allot...		7					
	T. B. McBlair "		6					
	Geo. H. White, overp'ts,		22	51				
	Store for N. S. Keeper,		89	87				

Account—Continued.

Hospital funds.....	145 34		
	52,258 61		52,258 61
Balance due United States.....	21,871 31		
Provisions.		**Provisions.**	
To requisition No. transfer,	1,229 15	By Josiah Tatnall, r't 9,532	142 36
		Expenditures, abstract.....	1,086 79
			1,229 15
Increase, Armament, &c.		**Increase, Armament, &c.**	
June 12. To B. D. Wright, report 9,612	3,400	By Josiah Tatnall, r't.....9,534	1 19
Requisition No. transfer,	3,834 08	Expenditures, abstract.....	7,232 89
	7,234 08		7,234 08
Navy Yard, Pensacola.		**Navy Yard, Pensacola.**	
Ap'l 2. To B. D. Wright, r't 9,561	14,000	By John O. Bradfort, r't 9,810	10,000
June 12. Do. 9,612	19,750	Expenditures, abstract.....	36,573 31

Aug. 12.	Do.	9,666	11,000				
	Requisition No. transfer,		1,823 31				
			46,573 31				46,573 31
	Hospital, Pensacola.				Hospital, Pensacola.		
							174 12
June 12.	To B. D. Wright, r't	9,612	400		By expenditures, abstract		225 88
					Requisition No. transfer		400
	Contingent.				Contingent.		
Ap'l 2.	To B. D. Wright, report	5,962	1,475		By Josiah Tatnall, r't	9,534	227 07
June 12.	Do	9,615	7,500		John Bradford	9,810	1,000
Ap'l 12.	Do	9,666	1,000		Expenditures, abstract		7,497 10
					Requisition No. transfer		1,250 83
			9,975				9,975
	Dry Dock, Pensacola.				Dry Dock, Pensacola.		
June 12.	To B. D. Wright, r't	9,612	150		By expenditures, abstract		341 75
	Requisition No. transfer		191 75				
			341 75				

Account—Continued.

Superintend'ts			Superintend'ts.		
Ap. 2. To B. D. Wright, r't	9,561	3,050	By John O. Bradford, r't.....	9,810	1,000
June 12. Do.....	9,612	2,450	Expenditures, abstract.....		5,088 20
Aug. 12. Do.....	9,666	1,000	Requisition No. transfer.....		411 80
		6,500			6,500
Clothing of Navy.			Clothing of Navy.		
To slops from Naval S. Keeper.....		748 90	By John O. Bradford, r't.....	9,810	449 35
			Requisition No. transfer.....		299 55
					748 90
Balance due United States.....		21,871 31			

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE,
April 18th, 1853.

Ex'd: T. J. CATHCART.

TREASURY DEPARTMENT, 4TH AUDITOR'S OFFICE,
Feb. 28th, 1853.

No. 9,902.—Statement ac. Dudley Walker, Purser Pensacola yard, 4th qr. 1851, 1st qr. 1853. Rep'd March 1st, 1853.

Ent'd.—J. B. O.

No. 9,902. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE,
March 1st, 1853.

I certify that I have examined and adjusted the account of Dudley Walker, purser Pensacola yard, and find that *that* there is due from him to the United States $21,871 31, thus:

Pay of Navy. Balance due United States $21,871 31,

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor*.

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this eighteenth day of April, 1853.

J. M. BRODHEAD, *Second Comptroller*.

No. 9,903.—Dudley Walker, Purser. Report.

DR. *Dudley Walker, Purser, in Account with United States—Supplementary.* CR.

Pay of Navy.		Pay of the Navy.	
To balance report.....	21,871 31	By balance.....	22,157 17
Lieut. W. A. C. Farragut.....	33 80		
Defective rect. and error account..			
Purser C. Anderson.....	252 06		
	$22,157 17		
Balance due U. States.....	22,157 17		

Account—Continued.

Provisions.		Provisions.	
To rations disallowed to nurses 4th qr. 1851, 1st qr. 1852, by 2d Compt'r.	126	By balance	126
Balance due U. States.....	126		
Office balance.....	$22,283 17		

Treasury Department, Fourth Auditor's Office, April 10th, 1853.

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE,
April 18*th*, 1853.

Ex'd by— THO. J. CATHCART.

No. 9,903.—Statement account Dudley Walker, Purser. Reported April 16th, 1853.

Ent'd.—J. B. O.

No. 9,903.

TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE,
April 16*th*, 1853.

I certify that I have examined and adjusted the account of Dudley Walker, late purser of U. S. Navy, and find that there is due from him to United States $22,283 17, thus:

Pay of navy	$22,157 17
Provisions	126 00
Office balance	$22,283 17

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this eighteenth day of April, 1853.

J. M. BRODHEAD,
Second Comptroller.

No. 9,954.—Dudley Walker, late Purser. Report.

DR. *Dudley Walker, late Purser U. S. Navy, in account with United States.* CR.

Pay of Navy.		Pay of Navy.	
To balance, report 9,903	22,157 17	By D. Fauntleroy, report 9,929	15
J. H. Lathrop, 9,909	35	Edward Fitzgerald, allot. of J. B. Masson	18
L. Ashman, 9,935	8	Balance per contra	22,167 17
	22,200 17		22,200 17
Balance due U. States	22,167 17		

Account—Continued.

Provisions.		Provisions.	
To balance, report 9,903	126	By balance per contra	126
Balance due U. States.....	126		
Balance due U. States.....	22,293 17		

Treasury Department, Fourth Auditor's Office, July 7, 1853.

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE,
July 8th, 1853.

Ex'd: THOS. J. CATHCART.

No. 9,954.—Statement of Dudley Walker, late purser U. S. Navy. Reported July 8th, 1853.
Ent'd: J. B. O.

No. 9,954. TREASURY DEPARTMENT, FOURTH AUDITOR'S OFFICE,
July 7th, 1853.

I certify, that I have examined and adjusted the account of Dudley Walker, late purser U. S. Navy, and find that there is due from him to the United States the sum of $22,293 17, thus:

Pay of navy.....	$22,167 17
Provisions.....	126 00
Office balance due United States.....	$22,293 17

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 8th day of July, 1853.

J. M. BRODHEAD,
Second Comptroller.

No. 9,996.—Dudley Walker. Report.

No. 9,996.—Statement of account Dudley Walker, late Purser. Reported Sept'r 6th, 1853.

Ent'd.—J. B. O.

DR. *Dudley Walker, late Purser U. S. Navy, in account with United States.* CR.

Pay of Navy.			Pay of Navy.		
To balance, report 9,954.....	22,167	17	By J. P. Blair, r't 9,955.....		6

Account—Continued.

J. H. Lathrop, 9,985.....	20		D. Fauntleroy, 9,963.....	15	
Hospital fund.....	2 16		Leave pay from April 1st, 1852, to Feb. 24, 1853, date of dismissal, 330 days, at $1,800	1,627 39	
	$22,189 33				
Balance due U. States,....	.....	20,540 94	Balance	20,540 94	
Provisions.			Provisions.		
To balance, report 9,954.....	126		By balance per contra.....	126	
Balance due U. States.....	.....	126			
Office balance due United States	.....	$20,666 94			

Treasury Department, Fourth Auditor's Office, Sept. 3d, 1853. (Report dated Sep. 6, 1853.)

Ex'd;

TREASURY DEPARTMENT, 2D COMPTROLLER'S OFFICE, *Sept. 6th*, 1853.

T. PENNINGTON.

No. 9,996. TREASURY DEPARTMENT,
FOURTH AUDITOR'S OFFICE,
September 6th, 1853.

I certify that I have examined and adjusted the account of Dudley Walker, late purser U. S. navy, and find that there is due from him to the United States the sum of $20,666 94, thus:

Pay of navy.....	$20,540 94
Provisions.....	126 00
Office balance.....	20,666 94

as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

A. O. DAYTON, *Auditor.*

To the SECOND COMPTROLLER OF THE TREASURY.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 6th day of September, 1853.

J. M. BRODHEAD,
Second Comptroller.

UNITED STATES OF AMERICA.

TREASURY DEPARTMENT,
January 19th, 1858.

Pursuant to the act of Congress of 22d February, 1849, I hereby certify that the annexed papers contain true copies of the originals, on file in this department.

In witness whereof, I have hereunto set my hand and caused the [L. S.] seal of the Treasury Department to be affixed, on the day and year first above written.

HOWELL COBB,
Secretary of the Treasury.

The U. S. Navy Department in Account Current with Dudley Walker, Purser U. S. Navy Yard, Pensacola, for the 2d quarter, ending 30th of June, 1850.

DR.

1850. EXPENDITURES.

June 30. To amo't of "Improvement," as per voucher No. 1, J. Morton, $1,814 50; No. 2, J. Morton, $1,971 75; No. 3, Sam'l Locke, $1,743 41; No. 4, J. M. Stanard, $671 46; No. 5, C. P. Knapp, $478 90; No. 6, C. & J. F. Pendergast, $936; No. 7, C. & J. F. Pendergast,

$936; No. 8, J. M. Stanard, $918 13; No. 9, Sam'l Locke, $490 40; No. 10, J. M. Stanard, $34 92; No. 11, Sam'l Locke, $26 63; No. 12, S. L. & J. P. Smith, $140 40; No. 13, J. Morton, $2,033 53; No. 14, Forsyth & Simpson, $138 75; No. 15, J. Pritchett, $243 60; No. 16, J. D. Peas & Co., $368 90; No. 17, E. Parks, $23 75; No. 18, H. O'Brien, $82; No. 19, E. Grady, $102; No. 20, W. C. Morrisy, 63; No. 21, H. F. Ingraham, $28 50; No. 22, H. F. Ingraham, 31 65; No. 23, E. Purvis, $72 50; No. 24, Priestly & Bein, $44 40; No. 25, S. Z. Gonzalez, $630 75; No. 26, Thompson, $300; No. 27, J. M. Stanard, $32 12; No. 28, C. & J. F. Pendergast, $936; No. 29, H. F. Ingraham, $30; No. 30, H. F. Ingraham, $1; No. 31, C. & J. F. Pendergast, $936; No. 32, Jas. Hall, $915 12; No. 33, Jno. Pride, $67 37; No. 34, T. J. Riley, $772 07; No. 35, H. O'Brien, $31 75; No. 36, H. Morrisey, $53..... $18,097 76

June 30. To am't of "contingent," as per voucher No. 1, Jos. Lewis, $144; No. 2, H. F. Ingraham, $460 75; No. 3, H. F. Ingraham, $460 75; No. 4, H. F. Ingraham, $460 75; No. 5, H. F. Ingraham, $460 75; No. 6, C. McVoy, $81 40; No. 7, W. L. Vanhorn, $144 80; No. 8, W. D. Hurst, $38 70; No. 9, J. M. Stanard, 93 34; No. 10, J. M. Stanard, $215 32; No. 11, J. M. Stanard, $60 46; No. 12, J. M. Stanard, $156 37, No. 13, J. M. Stanard, $47 11; No. 14, J. M. Stanard, $100 34; No. 15, H. F. Ingraham, $35; No. 16, H. F. Ingraham, $7 20; No. 17, H. F. Ingraham, $25 35; No. 18, H. F. Ingraham, $4 75; No. 19, H. F. Ingraham, $5 05; No. 20, Sam'l Locke, $168 66; No. 21, C. P. Knapp, $53 68; No. 22, W. J. Keyser, $147 51; No. 23, C. P. Knapp, $3 60; No. 24, W. B. Davis, $29 55; No. 25, W. B. Davis, $4; No.

		26, S. G. Clifford, $18; No. 27, S. G. Clifford, $20 25; No. 28, E. Oldmixon, $102; No. 29, J. C. Jones, $16 00; No. 30, J. C. Jones, $18; No. 31, J. C. Jones, $20; No. 32, J. C. Jones, $32 25; No. 33, E. Oldmixon, $102; No. 34, H. F. Ingraham, $9; No. 35, H. F. Ingraham, $9 10; No. 36, H. F. Ingraham, $6 10; No. 37, Priestly & Bein, $43 31; No. 38, H. F. Ingraham, $38; No. 39, H. F. Ingraham, $9 50; No. 40, E. W. Dorr, $166 16; No. 41, E. W. Dorr, $141 41.....	$4,161 47
June	30. To am't "increase, repairs," as per voucher No. 1, Sam'l Locke, $230 12.....	230 12
"	30. To am't " provisions," as per voucher No. 1, Wm. McVoy, $431 22; No. 2, Wm. McVoy, $111 22; No. 3, W. R. Cotrell, $36 06; No. 4, Jno. Miller, $6.....	584 50
"	30. To am't of " ordnance," as per voucher No. 1, E. Aherns, $2 60.....	2 60
"	30. To am't of " hospital improvement," &c., as per voucher No. 1, H. F. Ingraham, $66 35; No. 2, H. F. Ingraham, $70; No. 3, H. F. Ingraham, $3 60.....	139 95
"	30. To am't of " hospital fund," as per voucher No. 1, G. W. Barkley, $904,17; No. 2, G. W. Barkley, $254 75; No. 3, G. W. Barkley, $186 31; No. 4, G. W. Barkley, $4; No. 5, G. W. Barkley, $17 05; No. 6, G. W. Barkley, $185 35; No. 7, G. W. Barkley, $260 11; No. 8, G. W. Barkley, $4 85; No. 9, J. S. Burnell, $17 74; No. 10, G. A. Ingraham, $3 12; No. 11, G. W. Barkley, $10 00; No. 12, G. W. Barkley, $199 21; No. 13, G. W. Barkley, $700 68; No. 14, G. W. Barkley, $189 70; No. 15, G. W. Barkley, $228 15; No. 16, J. O. Smith, $112 30; No. 17, J. O. Smith, $121 30.....	3,406 79
"	30. To am't of "pay of the navy," as per voucher, as follows, viz: No. 1, hospital, navy yard and station rolls..... 18,314 17 No. 2, p'd mids'pn J. H. Manks' certificate of settlem't..... 373 40	

June	30.	To No. 3, H. McThorne's allotment.....	$48 00	
		To No. 4, p'd mid'n Jno. Fry's allotment.....	60 00	
				$18,795 57
Mar.	31.	To am't of mechanics' pay-roll.....		16,360 91
Ap'l	30.	am't of mechanics' do.		15,992 23
May	31.	am't of mechanics' pay-roll.....		14,964 42
June	30.	am't of mechanics' pay-roll.....		13,398 84
"	30.	Balance due United States.....		20,832 61
				126,967 77

Cr.

1850.		Receipts.	
April	24.	By am't received from J. B. Rittenhouse, purser.....	$25,225 42
May	14.	am't received from the Treasurer of U. States, on requisition No. 9,360.....	13,460 92
"	23.	am't received from the Treasurer of U. States, on requisition No. 9,371.....	25,700 00
June	19.	am't received from the Treasurer of U. States, on requisition No. 9,435.....	27,946 57
July	29.	am't received from the Treasurer of U. States, on requisition No. 9,493.....	34,634 86
			126,967 77

DUDLEY WALKER,
Purser.

U. S. Navy Yard, Pensacola, 30th June, 1850.

The U. S. Navy Department in account with Dudley Walker, Purser U. S. Navy Yard, Pensacola, for the 3d quarter ending, 30th September, 1850.

Dr.

1850.		Expenditures.		
Sep.	30.	To am't of "improvement" as per voucher No. 123 and 4, forwarded with last ac't current30th June, 1850.....	1,899 40	
		Ditto as per vouchers herewith, viz: No. 5, John Waters,		

	$24 33; No. 6, C. P. Knapp, 43 80; No. 7, J. D. Spear & Co., $84 27; No. 8, J. Morton, $2,594 68; No. 9, P. Preston, $66 87; No. 10, P. Preston, 60 75; No. 11, P. Preston, $76 12; No. 12, P. Preston, $242.....	$3,192 72	
			$5,092 12
Sept. 30.	To am't of "contingent" as per voucher No. 1, with last account curr't.....	53 10	
	Ditto as vouchers herewith, viz: No. 2, H. F. Ingraham, $18 25; No. 3, J. M. Stanard, $153 33; No. 4, J. M. Stanard, $100 28; No. 5, J. M. Stanard, 10 40; No. 6, J. M. Stanard, $453 95; No. 7, Sam'l Loke, $459; No. 8, Jos. Hall, $520; No. 9, Jos. Hall, $333 03; No. 10, C. P. Knapp, $51 57; No. 11, C. P. Knapp, $28 00; No. 12, John G. Michailoffsky, $170; No. 13, E. W. Dorr, $180 17; No. 14, G. W. Barkley, $103 94; No. 15, John McClusky, $20; No. 16, John McClusky, $20; No. 17, John McClusky, $20; No. 18, Rierra & Rocheblane, $ .0; No 19, Rierra & Rocheblane, $20; and No. 20, Rierra & Rocheblane, $20.....	2,701 92	
			2,755 02
	30. To am't of "provisions" as per vouchers herewith, viz: No. 1, Wm. Mcvoy, $57 92; No. 2, Wm. McVoy, $117 25; No. 3, Wm. McVoy, $228 22; No. 4, Wm. McVoy, $232 21; No. 5, Wm. McVoy, $69 75; No. 6, D. Martin, $26; No. 7, D. Martin, 14 58; No. 8, C. P. Knapp, $21 40; No. 9, C. P. Knapp,		

	$54 28; No. 10, H. F. Ingraham, $242 60; No. 11, H. F. Ingraham, $242 25; No. 12, H. F. Ingraham, $111 31; No. 13, H. F. Ingraham, $15 01; No. 14, H. F. Ingraham, $24 15; No. 15, H. F. Ingraham, $7; No. 16, H. F. Ingraham, $138 27.....	$1,484 20		
				$1,484 20
Sep. 30.	To am't of "increase, repairs" as per vouchers Nos. 1, 2, 3, 4, 5, and 6, forwarded with last acc't current 30th June, 1850.....	1,291 55		
	Do. as per voucher herewith, No. 7, J. Waters.....	127 98		
				1,419 53
30.	To am't of "hospital fund" as per vouchers herewith, viz: No. 1, G. W. Barkley, $3 65; No. 2, G. W. Barkley, $16 15; and No. 3, G. W. Barkley, 3 00.....	22 80		
				22 80
30.	To am't of "ordnance" as per voucher No. 1, with last account current.....	203 44		
	Do. as per voucher No. 2, herewith, J. Enioner, 143 43....	143 43		
				346 87
30.	To am't of "pay of the navy" as per voucher No. 1, with last account current.....		1,500	
	Ditto as per hospital, navy yard, and station roll.....		10,415 63	
July 31.	To am't of mechanics' roll.....	12,528 68		
Aug. 31.	Do.	12,623 35		
Sep. 30.	Do.	11,871 39		
				37,023 42
30.	To am't of small stores not credited, June 30, 1850.....	111 37		
	To am't of slops stores not credited, June 30, 1850.....	378 96		
	To am't of small stores, 30 Sep't, 1850, as per pay-roll.	32 88		

	To am't of slops stores, 30 Sept., 1850, as per pay-roll.	$106 80	
			$630 01
30.	To balance due United States		23,388 75
	Amount		$84,078 35

Cr.

1850.	Receipts.		
July 1.	By balance on hand as per acc't current last quarter		$20,832 61
19.	By am't received from B't Capt. Marion Shuttleworth		405 93
Aug. 9.	By am't received from Treasurer U. S. on requisition No. 9,520		9,179 68
Sep. 11.	Do.	9,572	14,572 90
Oct. 4.	Do.	9,626	2,335 77
7.	Do.	9,636	5,893 79
9.	Do.	9,643	12,627 96
24.	Do.	9,671	16,987 93
Sep. 30.	By small stores omitted in acc't current 2d quarter 1850		108 05
	By slop clothing omitted in ditto		443 83
	Do. 2d quarter from Purs. Rittenhouse		557 76
	By small stores ditto		60 75
	By small stores received during the present quarter, with 10 per ct		71 39
	Amount		$84,078 35

U. S. Navy Yard, Pensacola, 30th September, 1850.

DUDLEY WALKER,
Purser.

U. S. Navy Department in account current with Dudley Walker, purser U. S. navy-yard, Pensacola, for the 4th quarter the 31st December, 1850.

Dr.

1850.	Expenditures.		
Dec. 31.	To am't of improvements, as per voucher No. 1, J. Hall, $948 03		948 03
	To contingent, as per vouchers No. 1, H. F. Ingraham, $22 78; No. 2, H. F. Ingraham, $75 62; No. 3, Robt. Smith, $15; and No. 4, E. W. Dorr, $126 42; No. 5, E. W. Dorr, $350		589 82

To provisions, No. 1, Deshon and Myers, $3 80; No. 3, Robt. Smith, $33 75.....	$37 55
To pay of the Navy, as per vouchers No. 1, J. Fry, $180; No. 2, hospital *hospital*, navy-yard, and station rolls, $9,820 66	10,000 66
To mechanics' roll for October, 1850.....	11,597 97
" " " November, 1850.....	12,606 08
" " " December, "	12,040 15
" small stores, issued during the 4th quarter 1850.....	54 98
To clothing.....	247 42
Balance due United States.....	28,961 84
	$77,084 50

Cr.

Receipts.

Oct. 1.	By am't balance, as per ac. current last quarter.....	$20,388 75
	By am't rec'd from Treasurer U. States on requision No. 9,684.....	17,950
	By am't rec'd from Treasurer U. States on requisition No. 9,736.....	20,300
	By am't rec'd from Treasurer U. States on requisition No. 9,787.....	18,200
	By am't S. stores rec'd from Robt. Joyner, N. S. K., with 10 per cent.....	18 52
	By clothing.....	227 23
		$77,084 50

Navy-yard, Pensacola, Dec'r 31, 1850.

DUDLEY WALKER, *Purser.*

Treasury Department,
Register's Office, *January* 27, 1858.

Pursuant to the act of March 3d, 1797, entitled "An act to provide more effectually for the settlement of accounts between the United States and receivers of public moneys," I, F. Bigger, Register of the Treasury Department, do hereby certify that the annexed are true copies of original warrants, numbered 7,611, 7,623, 7,689, 7,736, 7,769, 7,819, 7,873, 7,883, 7,891, 7,920, 7,931, 7,958, 8,032, 8,184, 8,210, 8,219, 8,247, issued in 1850 and 1851, on requisitions of the Secretary of the Navy, and of the original drafts issued on said warrants, with the endorsements on said drafts, which warrants and drafts are now on file in this office.

F. BIGGER, *Register.*

Be it remembered, that F. Bigger, esq., who certified the annexed transcript, is now, and was at the time of doing so, Register of the Treasury of the United States, and that full faith and credit are due to his official attestation.

In testimony whereof, I, Howell Cobb, Secretary of the Treasury of the United States, have hereunto subscribed my [L. S.] name, and caused to be affixed the seal of this Department, at the city of Washington, this twenty-seventh day of January, in the year of our Lord 1858.

HOWELL COBB,
Secretary of the Treasury.

Warrant, Navy Dept., No. 7,611.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, thirteen thousand four hundred and sixty dolls. and ninety-two cents; and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,360, dated 10 May, 1850; countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this thir- [L. S.] teenth day of May, in the year one thousand eight hundred and fifty, and of independence the seventy-fourth.

W. M. MEREDITH,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

N. yard, Pensacola.	$10,634 60
N. hosp'l fund.....	1,345 23
Contingent.....	1,481 09
	$13,460 92 Countersigned.

R. and E. 13th.

May 14. Registered.—J. E.

TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 2,889, on Jno. J. Walker, dep. Mobile, $13,460 92.

No. 2,889, *Navy Warrant No.* 7,611.

$13,460 $\frac{92}{100}$. TREASURY OF THE UNITED STATES,
Washington, 14 *May*, 1850.

At sight, pay to Dudley Walker, purser, or order, thirteen thousand four hundred and sixty dollars $\frac{92}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 2,889. Registered May 14th, 1850. $13,460 $\frac{92}{100}$.
TOWNSEND HAINES,
Register of the Treasury.

J. J. WALKER, *Depositary, Mobile, Ala.*

(Endorsed): Pay to order of Messrs. Le Baron & Son.
DUDLEY WALKER, *Purser.*

Rec'd Mobile, 23 May, 1850, per J. J. Walker, dep'ry.
LE BARON & SON.

Warrant, Navy Dept., No. 7,623.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, pursur, navy yard, Pensacola, or order, out of the appropriation named in the margin, twenty-five thousand seven hundred dollars, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,371, dated 17 May, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury this twentieth day of May, in the year one thousand eight hundred and fifty, and of independence the seventy-fourth. [L. S.]

W. M. MEREDITH,
Secretary of the Treasury.

E. WHITTLESEY, *Comptroller.*

Pay of navy.....	$5,000
Sup'ts.....	750
Increase.....	3,530
N. yard, Pensacola.	13,500
N. hosp'l do.....	600
Dry dock do.....	170
Provisions do.....	150
Contingent.....	2,000
	$25,700

Countersigned.

R. & E. 22d.
May 22d. Registered.—J. E.
TOWNSEND HAYNES, *Register.*

Received for the above warrant the following draft, No. 2,903, on S. J. Peters, coll. N. Orleans, $25,700.

No. 2,903, *Navy Warrant No.* 7,623.

$25,700. TREASURER OF THE UNITED STATES,
Washington, 23d May, 1850.

At sight, pay to Dudley Walker, purser, or order, twenty-five thousand seven hundred dollars.

W. SELDEN,
Treasurer of the United States.

No. 2903. Registered May 23d, 1850. $25,700.
TOWNSEND HAINES,
Register of the Treasury.

S. J. PETERS,
Coll'r of Customs, New Orleans, La.

(Endorsed): DUDLEY WALKER, *Purser.*

Paid and cancelled June 14, 1850.
SAM'L J. PETERS, *Coll.*

Warrant, Navy Dept., No. 7,689.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser navy yard, Pensacola, or order, out of the appropriation named in the margin, twenty-seven thousand nine hundred and forty-six dolls. and fifty-seven cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,435, dated 14 June, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this seventeenth day of June, in the year one thousand eight hundred and fifty, and of independence the seventy-fourth.
[L. S.]

W. M. MEREDITH,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

Pay of navy.....	$7,037 80
N. yard, Pensacola...	17,638 75
Hosp'l do. ...	980
Dry dock, do. ...	500
Sup'ts.....	750
N. hosp'l fund.....	574 76

Surgeons' necess.....	115 26
Increase.....	200 00
Provisions.....	150 00
	$27,946 57 Countersigned.

R. and E. 19th.
June 19th, registered.—J. E.

TOWNSEND HAINES, *Register.*

Received for the above warrant, the following draft:

No. 2,951 on John J. Walker, dep. Mobile.....	$10,946 57
" 2,952 on Asst. Tr. U. S., N. York.....	17,000
	$27,946 57

Navy Warrant No. 7,689, *part.*

No. 2,952, $17,000. TREASURY OF THE UNITED STATES,
Washington, June 19th, 1850.

At sight pay to Dudley Walker, purser, or order, seventeen thousand dollars.

W. SELDEN,
Treasurer of the United States.

No. 2,952. Registered June 19th, 1850. $17,000.
TOWNSEND HAINES,
Register of the Treasury.

ASST. TREASURER U. S.,
New York.

(Endorsed:) Pay Corning & Co., or order.
DUDLEY WALKER, *Purser.*
CORNING & CO.

No. 2,951, *Navy Warrant No.* 7,689, *part.*

$10,946 $\frac{57}{100}$. TREASURY OF THE UNITED STATES,
Washington, June 19, 1850.

At sight, pay to Dudley Walker, purser, or order, ten thousand nine hundred and forty-six dollars $\frac{57}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 2,951. Registered June 19, 1850. $10,946 $\frac{57}{100}$.

JNO. J. WALKER,
Depositary, Mobile, Ala.

(Endorsed:) Pay to Le Baron & son.
DUDLEY WALKER, *Purser.*

Rec'd Mobile, 28 June, 1850, from J. J. Walker, Depos'y.
LE BARON & SON.

Warrant, Navy Dept., No. 7,736.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, Fla., or order, out of the appropriation named in the margin, thirty-four thousand six hundred and thirty-four dolls. and eighty-six cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,493, dated 24 July, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this twenty-sixth day of July, in the year one thousand eight hundred and fifty, and of independence the seventy-4th.
[SEAL.]

THO. CORWIN,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

Pay of navy.....	$4,900 00
Sup'ts.....	750 00
Increase.....	6,250 00
N. yard, Pensacola..	19,531 26
Hosp'l, Pensacola....	703 60
Dry dock, Pensacola.	350 00
Provisions.....	150 00
Contingent.....	2,000 00
	$34,634 86 Countersigned.

R. and E. 20th.
July 27. Registered.—P. L.

TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,007, on Ass't Tr. U. S., New Orleans—$34,634 86.

No. 3,007, *Navy Warrant No.* 7,736.

$34,634$\frac{86}{100}$. TREASURY OF THE UNITED STATES,
Washington, 27 July, 1850.

At sight, pay to Dudley Walker, purser, or order, thirty-four thousand six hundred thirty-four dollars $\frac{86}{100}$.

WM. SELDEN,
Treasurer of the United States.

No. 3,007. Registered July 27th, 1850. $34,634 $\frac{86}{100}$.

TOWNSEND HAINES,
Register of the Treasury.

ASS'T TREASURER UNITED STATES,
New Orleans, La.

(Endorsed:) Pay C. A. T. Rondain, A. Cash., or order.

DUDLEY WALKER, *Purser.*

Pay L. Guerand, or order.

C. A. T. RONDAIN, *A. Cash.*

Rec'd payment, Aug. 12, 1850.

L. GUERAND.

Cancelled by payment, Aug. 12, 1850.

J. J. NICKOS,
Asst. Treasurer U. S.

Warrant, Navy Dept., No. 7,769.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, N. yard, Pensacola, or order, out of the appropriation named in the margin, nine thousand one hundred and seventy-nine dolls. and sixty-eight cents, and for which sum *is* is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,520, dated 7th Aug't, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this ninth day of Aug't, in the year one thousand eight hundred and fifty, and of independence the seventy-fifth.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

N. yard, Pensacola.....	$2,912 72
Increase.....	4,939 23
N. hosp'l fund.....	1,327 73
	$9,179 68 Countersigned.

R. and E. 10th.
August 12. Registered.—J. E.
TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,034, on Ast. Tr. U. S., New York—$9,179 68.

No. 3,034, *Navy Warrant No.* 7,769.

$9,179$\frac{88}{100}$. TREASURY OF THE UNITED STATES,
Washington, 12th August, 1850.

At sight, pay to Dudley Walker, purser, or order, nine thousand one hundred seventy-nine dollars $\frac{88}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,034. Registered August 12th, 1850. $9,179$\frac{88}{100}$.
TOWNSEND HAINES,
Register of the Treasury.

ASST. TREASURER U. S.,
New York.

(Endorsed): Pay to the order of Alexander McVoy.
DUDLEY WALKER, *Purser.*

Pay to the order of J. G. Winton, Son & Co.
ALEXANDER McVOY.

John G. Winton, Son & Co.
Paid Sept. 6, '50.

Cancelled by JOHN YOUNG,
Asst. Tr.

Warrant, Navy Dept., No. 7,819.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, fourteen thousand five hundred and seventy-two dolls. and ninety cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,572, dated 10th Sept'r, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this thirteenth day of Sept., in the year one thousand eight hundred and fifty, and of independence the seventy-fifth.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

Sup'ts.....	750
Increase.....	1,835 77
N. yard, Pensacola.	11,525 49
Hosp'l, do.....	204
Dry dock, do.....	226 39

N. hosp'l fund..... 31 25

$14,572 90 Countersigned.

R. and E. 16th.
Registered Sept 16th.—J. E. H.—J. E.
TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,082, on Asst. Tr. U. S., New Orleans—$14,572 90.

No. 3,082, *Navy Warrant No.* 7,819.

TREASURY OF THE UNITED STATES,
Washington, 16 *Sept'r*, 1850.

At sight pay to Dudley Walker, purser, or order, fourteen thousand five hundred seventy-two dollars, $\frac{90}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,082. Registered Septem'r 16, 1850. $14,572 $\frac{90}{100}$.

TOWNSEND HAINES,
Register of the Treasury.

ASS'T TREASURER U. S.,
New Orleans, La.

(Endorsed:) Pay to Geo. W. Barkley, or order.

DUDLEY WALKER, *Purser.*

Received payment in full from J. J. Wickes, Ass't Treasurer U. S., Sept. 30th, 1850.

GEO. W. BARKLEY.

Cancelled by payment Sept'r 30, 1850.

J. J. VICKES,
Asst. Treas. U. S.

Warrant, Navy Dept., No. 7,873.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser N. yard, Pensacola, Fla., or order, out of the appropriation named in the margin, two thousand three hundred and thirty-five dolls. and seventy-seven cents; and for which he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,626, dated 2d Oct'r, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this fourth day of Oct'r, in the year one thousand eight hundred and fifty, and of independence the seventy-fifth.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

Contingent.....	$543 77
Provisions.....	1,738
Pay of navy.....	54
	$2,335 77

Countersigned.

R. and E. 5th.
5 Registered Oct.—J. E.
TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,140, on Ass't Tr. U. S., New Orleans—$2,335 77.

No. 3,140.—*Navy Warrant No.* 7,873.

$2,335$\frac{77}{100}$. TREASURY OF THE UNITED STATES,
Washington, 5 *Oct'r,* 1850.

At sight, pay to Dudley Walker, purser, or order, twenty-three hundred and thirty-five dollars $\frac{77}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,140. Registered 5 Oct., 1850. $2,335$\frac{77}{100}$.
TOWNSEND HAINES,
Register of the Treasury.

ASS'T TREASURER U. S.,
New Orleans, La.

(Endorsed:) Pay to Henry Hyer, or order.
DUDLEY WALKER, *Purser.*

Pay to John Hurley, esq., or order.
HENRY HYER.

Pay Gray, Macmurdo & Co., or order.
JOHN HURLEY.

Rec'd payment Oct. 16, 1850.
GRAY, MACMURDO & Co.

Cancelled by payment Oct. 16, 1850.

J. J. VICKES,
Ass't Treasurer U. S.

Warrant, Navy Department, No. 7,883.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the U. S., greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, five thousand eight hundred and ninety-three dollars and seventy-nine cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,636, dated 5 Oct'r, 1850, countersigned by the Second Comptroller of of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this eighth day of Oct., in the year one thousand eight hundred and fifty, and of independence the seventy-fifth.

[L. S.]

ALLEN A. HALL,
Act'g Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

Pay of navy $4,000 00
Increase..... 1,893 79

$5,893 79 Countersigned.

8, Registered, Oct.—J. E.
M. NOURSE, *Acting Register.*

Received for the above warrant the following draft, No. 3,150, on Ass't Tr. U. S., New Orleans—$5,893 79.

No. 3,150, *Navy Warrant No.* 7,883.

$5,893$\frac{79}{100}$. TREASURY OF THE UNITED STATES,
Washington, 9 *Oct'r,* 1850.

At sight, pay to Dudley Walker, purser, or order, five thousand eight hundred ninety-three dollars $\frac{79}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,150. Registered Oct. 9, 1830. $5,893$\frac{79}{100}$.

M. NOURSE,
Act. Register of the Treasury.

ASS'T TREASURER U. S.
New Orleans, La.

(Endorsed:) Pay L. Guerand, or order.

DUDLEY WALKER, *Purser.*

Received payment, Oct. 25, 1850.

L. GUERAND.

Cancelled by payment, Oct. 25, 1850.

J. J. NICKOS,
Ass't Treasurer U. S.

Warrant, Navy Dept., No. 7,891.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, twelve thousand six hundred and twenty-seven dollars and ninety-six cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,643, dated 8 Oct'r, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this tenth day of Oct'r, in the year one thousand eight hundred and fifty, and of independence the seventy-fifth.

[L. S.]

ALLEN A. HALL,
Act'g Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

N. yard, Pensacola..	$8,602 59
Sup'ts.....	759 39
Contingent.....	2,976 64
Dry-dock, Pensacola	212 34
Hosp'l, do.....	77 00
	$12,627 96

Countersigned.

R. & E., 10th.
10th, Registered, Oct.—J. E.
M. NOURSE, *Acting Register.*

Received for the above warrant the following draft, No. 3,158, on Ass't Tr. U. S., New Orleans—$12,627 96.

No. 3,158, *Navy Warrant No.* 7,891.

$12,627$\frac{96}{100}$. TREASURY OF THE UNITED STATES,
Washington, 11 *Oct'r*, 1850.

At sight, pay to Dudley Walker, purser, or order, twelve thousand six hundred twenty-seven dollars $\frac{96}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,158. Registered Oct. 11, 1850. $12,627$\frac{96}{100}$.

M. NOURSE,
Register of the Treasury.

ASS'T TREASURER U. S.,
New Orleans, La.

(Endorsed:) Pay L. Guerand, or order.

DUDLEY WALKER, *Purser.*

Received payment, Oct. 25, 1850.

Cancelled by payment, Oct. 25, 1850.

J. J. VICKERS,
Ass't Treasurer U. S.

Duplicate receipt of Guerand attached, Nov. 25, 1850.

WM. B. R.

Received from J. J. Wicks, assistant treasurer of the United States at New Orleans, the sum of twelve thousand six hundred and twenty-seven dollars and ninety-six cents, in full payment for draft No. 3,158, issued on navy warrant No. 7,891, and drawn on him by the Treasurer of the United States, to the order of Dudley Walker, purser.

$12,627$\frac{96}{100}$. (Signed duplicates.)

LS. GUERAND.

New Orleans, Oct. 25, 1850.

Warrant, Navy Dept., No. 7,920.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, sixteen thousand nine hundred and eighty-seven dolls. and ninety-three cents, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,671, dated 25th Oct'r, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing, this shall be your warrant.

Given under my hand and the seal of the Treasury, this twenty-eighth day of Oct'r, in the year one thousand eight hundred and fifty, and of independence the seventy-5th.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.

E. C. SEAMAN,
Act'g Comptroller.

Pay of navy.....	$4,000 00
Navy yard, Pensacola..	8,985 91
Dry dock, do.....	96 25

Sup'ts.....	739 69
Contingent.....	3,166 08
	$16,987 73 Countersigned.

R. and E. 29th.
Registered 29th October.—J. E.

TOWNSEND HAINES, *Register.*

Received for the above warrant, the following drafts:

No. 3,187, on Jno. J. Walker, dep. Mobile..	$10,987 93
3,188, on Asst. Tr. U. S., New Orleans.	6,000 00
	16,987 93

No. 3,187, *Navy Warrant No.* 7,920, *part.*

$10,987$\frac{93}{100}$. TREASURY OF THE UNITED STATES,
Washington, 29 *October*, 1850.

At sight, pay to Dudley Walker, purser, or order, ten thousand nine hundred and eighty-seven dollars $\frac{93}{100}$.

W. SELDEN,
Treasurer of the United States.

No. 3,187. Registered Oct. 29, 1850. $10,987$\frac{93}{100}$.

TOWNSEND HAINES,
Register of the Treasury.

J. J. WALKER,
Depositary, Mobile, Ala.

(Eudorsed:) Pay to Messrs. Le Barron & Son.

DUDLEY WALKER, *Purser.*

Rec'd, Mobile, 15 Nov'r, 1850, from J. J. Walker, depos'y.

LE BARRON & SON.

No. 3,188, *Navy Warrant No.* 7,920, *part.*

$6,000. TREASURY OF THE UNITED STATES,
Washington, 29 *Oct'r*, 1850.

At sight, pay to Dudley Walker, purser, or order, six thousand dollars.

W. SELDEN,
Treasurer of the United States.

No. 3,188. Registered Oct. 29, 1850. $6,000.

TOWNSEND HAINES,
Register of the Treasury.

ASS'T TREASURER U. S.,
New Orleans, La.

(Endorsed :) Pay to the order of the cashier of the Louisiana State Bank.

DUDLEY WALKER, *Purser.*

Pay S. P. Latern, or order. RICHARD REA, *Cash.*

Received payment, No. 13, 1850. ST. P. LATORES.

Warrant Navy Dep't, No. 7,931.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, seventeen thousand nine hundred and fifty dollars, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,684, dated 28 Oct., 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this thirtieth day of Oct'r, in the year one thousand eight hundred and fifty, and of independence the seventy-5th.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.

E. C. SEAMAN,
Act'g Comptroller.

Pay of navy.....	$,4000
N. yard, Pensacola..	10,000
Dry dock do.....	350
Hosp'l do.....	400
Sup'ts.....	750
Contingent.....	1,250
Increase.....	1,200
R. and E. 30th.	$17,950 Countersigned.

Registered 31st October.—J. E. TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,200, on Ass't T'r U. S., New Orleans, $17,950.

No. 3,200, *Navy Warrant No.* 7,931.

$17,950. TREASURY OF THE UNITED STATES,
Washington, 31 *October,* 1850.

At sight, pay to Dudley Walker, purser, or order, seventeen thousand nine hundred and fifty dollars.

W. SELDEN,
Treasurer of the United States.

No. 3,200. Registered Oct. 31, 1850. $17,950.

TOWNSEND HAINES,
Register of the Treasury.

ASS'T TREASURER U. S. *New Orleans, La.*

(Endorsed:) Pay to the cashier of the Louisiana State Bank or order.

DUDLEY WALKER, *Purser.*

Pay LS. Guerand or order

C. A. T. RENSHAW, *A. Cashier.*

Rec'd payment, Nov. 25, 1850.

LS. GUERAND.

Cancelled by payment, Nov. 25, 1850.

J. J. VICKER,
Ass't Treasurer U. S.

Warrant Navy Department, No. 7,958.—*Appropriation.*

Treasury Department to William Selden, Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, twenty two thousand and three hundred dollars, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,736, dated 20th November, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury this twenty-second day of Nov., in the year one thousand eight hundred and fifty, and of independence *of the* seventy-5th.

[L. S.]

THOS. CORWIN,
Secretary of the Treasury.

E. WHITTLESEY,
Comptroller.

Pay of navy.....	$5,500
N. yard, Pensacola..	12,500
Dry dock, do.....	150
Hosp'l do.....	350
Sup'ts.....	750
Increase.....	1,500
Contingent.....	1,550
R. and E.	$22,300

Countersigned.

Registered, Nov. 23d.—J. E.
TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 2,330, on Jno. Walker, dep. Mobile, $22,300.

No. 3,230, *Navy Warrant No.* 7,958.

$22,300. TREASURY OF THE UNITED STATES,
Washington, 25th Nov., 1850.

At sight, pay to Dudley Walker, purser, or order, twenty-two thousand three hundred dollars.

W. B. RANDOLPH,
Act'g Treasurer of the United States.

No. 3,230. Registered Nov. 25, 1850. $22,300.
TOWNSEND HAINES,
Register of the Treasury.

J. J. WALKER,
Depositary Mobile, Ala.

(Endorsed:) Rec'd Mobile, 18 Dec'r, 1850, from J. J. Walker, dep'y.

DUDLEY WALKER, *Purser.*

Warrant, Navy Dept., No. 8,032.—*Appropriation.*

Treasury Department to the Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, eighteen thousand two hundred dollars, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,787, dated 19 Dec'r, 1850, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this twenty-first day of Dec'r, in the year one thousand eight hundred and fifty, and of independence the seventy-5th.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

Pay of navy.....	$4,000
N. yard, Pensacola...	9,500
Hosp'l, do. ...	500
Sup'ts.....	750
Increase.....	1,750
Contingent.....	1,700
	$18,200

Countersigned.

R. & E. 21st.

Registered December 23d.—J. E.

TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,280, on Jno. J. Walker, dep. Mobile, $18,200.

No. 3,280, *Navy Warrant No.* 8,032.

$18,200. TREASURY OF THE UNITED STATES,
Washington, 23 *December*, 1850.

At sight, pay to Dudley Walker, purser, or order, eighteen thousand two hundred dollars.

J. SLOANE,
Treasurer of the United States.

No. 3,280. Registered Dec'r 23, 1850. $18,200.
TOWNSEND HAINES,
Register of the Treasury.

JOHN J. WALKER,
Dep'y, Mobile, Ala.

(Endorsed:) Rec'd, Mobile, 10 Jan'y, 1850, from J. J. Walker, dep'ry.

DUDLEY WALKER, *Purser.*

Warrant, Navy Dept., No. 8,184.—*Appropriation.*

Treasury Department to the Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, four thousand three hundred and fifty dolls., and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,952, dated 13 Feb'y, 1851, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this fifteenth day of Feb'y, in the year one thousand eight hundred and fifty-one, and of independence the seventy-5th.

[L. S.]

THO. CORWIN,
Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

Contingent.....	$2,000
Sup'ts.....	850
Increase	500
Provisions.....	1,000
	$4,350

Countersigned.

R. & E. 13th.

Feb'y 17th. Registered.

TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,388, on Jno. J. Walker, dep., Mobile, $4,350.

No. 3,388, *Navy Warrant No.* 8,184.

$4,350. TREASURY OF THE UNITED STATES,
Washington, Feb'y 17, 1851.

At sight, pay to Dudley Walker, purser, or order, four thousand three hundred and fifty dollars.

J. SLOANE,
Treasurer of the United States.

No. 3,388. Registered Feb'y 17, 1851. $4,350.
TOWNSEND HAINES,
Register of the Treasury.

JNO. J. WALKER,
Depositary, Mobile, Alabama.

(Endorsed:) Pay to Messrs. Le Barron & Son.
DUDLEY WALKER, *Purser.*

Rec'd, Mobile, 1st March, 1851, from J. J. Walker, dep'y.
LE BARON & SON.

Warrant, Navy Dep't, No. 8,210.—*Appropriation.*

Treasury Department to the Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, N. yard, Pensacola, or order, out of the appropriation named in the margin, five thousand two hundred dolls., and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,963, dated 18th Feb'y, 1851, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this twentieth day of Feb'y, in the year one thousand eight hundred and fifty-one, and of independence the seventy-fifth.
[L. S.]

THO. CORWIN,
Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

Pay of navy...$4,000
Increase..... 1,200

$5,200 Countersigned.

R. and E., 21st.
Registered February 22d.—J. E.
TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,400, on Jno. J. Walker, dep. Mobile, $5,200.

No. 3,400, *Navy Warrant No.* 8,210.

$5,200. TREASURY OF THE UNITED STATES,
Washington, Feb. 22d, 1851.

At sight, pay to Dudley Walker, purser, or order, five thousand two hundred dollars.

J. SLOANE,
Treasurer of the United States.

No. 3,400. Registered Feb'y 22, 1851. $5,200.
TOWNSEND HAINES,
Register of the Treasury.

JOHN J. WALKER,
Depositary, Mobile, Alabama.

(Endorsed:) Pay to Mess. Le Barron & Son.
DUDLEY WALKER, *Purser.*

Rec'd, Mobile, March 11, 1851, from J. J. Walker, depo'ry.
LE BARRON & SON.

Warrant, Navy Dep't, No. 8,219.—*Appropriation.*

Treasury Department to the Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, twelve thousand eight hundred and fifty dollars, and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 9,972, dated 21 Feb'y, 1851, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this twenty-
[L. S.] sixth day of Feb'y, in the year one thousand eight hundred and fifty-one, and of independence the seventy-fifth.

THO. CORWIN,
Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

N. yard, Pensacola..	$10,500
Sup'ts.....	750
Contingent.....	1,600
	$12,850 Countersigned.

R. and E., 27th.
Registered February 27th.—J. E.
M. NOURSE, *Acting Register.*

Received for the above warrant the following draft, No. 3,408, on Jno. J. Walker, dep. Mobile, $12,850.

No. 3,408, *Navy Warrant No.* 8,219.

$12,850. TREASURY OF THE UNITED STATES,
Washington, Feb. 28, 1851.

At sight, pay to Dudley Walker, purser, or order, twelve thousand eight hundred and fifty dollars.

J. SLOANE,
Treasurer of the United States.

No. 3,408. Registered Feb'y 28, 1851. $12,850.
M. NOURSE,
Acting Register of the Treasury.

JNO. J. WALKER,
Depositary, Mobile, Ala.

(Endorsed:) Rec'd, Mobile, 13 March, 1851, from J. J. Walker, dep'y.

DUDLEY WALKER, *Purser.*

Warrant, Navy Dept., No. 8,247.—*Appropriation.*

Treasury Department to the Treasurer of the United States, greeting:

Pay to Dudley Walker, purser, navy yard, Pensacola, or order, out of the appropriation named in the margin, twenty-one thousand six hundred and fifty dolls., and for which sum he is to be charged and held accountable, pursuant to a requisition of the Secretary of the Navy, No. 1, dated 15 March, 1851, countersigned by the Second Comptroller of the Treasury, and registered by the Fourth Auditor. For so doing this shall be your warrant.

Given under my hand and the seal of the Treasury, this
[L. S.] nineteenth day of March, in the year one thousand eight hundred and fifty-one, and of independence the seventy-5th.

W. L. HODGE,
Act'g Secretary of the Treasury.
E. WHITTLESEY,
Comptroller.

Pay of navy.....	$6,000
Sup'ts.....	750
Contingent	1,900
Increase.....	1,300
N. yard, Pensacola...	11,500
Hosp'l, do. ...	200
	$21,650

Countersigned.

R. & E. 20th.

Registered March 20th.—J. E.

TOWNSEND HAINES, *Register.*

Received for the above warrant the following draft, No. 3,436, on Jno. J. Walker, dep., Mobile, $21,650.

No. 3,436, *Navy Warrant No.* 8,247.

$21,650. TREASURY OF THE UNITED STATES,
Washington, March 20, 1851.

At sight, pay to Dudley Walker, purser, or order, twenty-one thousand six hundred and fifty dollars.

J. SLOANE,
Treasurer of the United States.

No. 3,436. Registered March 20, 1851. $21,650.
TOWNSEND HAINES,
Register of the Treasury.

JNO. J. WALKER,
Dep'y, Mobile, Alabama.

(Endorsed:) Rec'd, Mobile, 5 April, 1851, from J. J. Walker, dep'y.

DUDLEY WALKER, *Purser.*

C. UNITED STATES OF AMERICA.

TREASURY DEPARTMENT,
May 23d, 1859.

Pursuant to the act of Congress of 22d February, 1849, I hereby certify that the annexed copies are correct transcripts of papers on file in the office of the Fourth Auditor of the Treasury.

In witness whereof, I have hereunto set my hand and caused the [L. S.] seal of the Treasury Department to be affixed, on the day and year first above written.

HOWELL COBB,
Secretary of the Treasury.

[REC. CCLXXII, D. T., 1859.]—11

U. S. NAVY YARD, PENSACOLA,
September 1st, 1851.

SIR: There is required for the pay of the officers and men attached to navy yard and station, the sum of four thousand dollars, ($4,000 00.)

I am, sir, respectfully, your obt. servant,
DUDLEY WALKER,
Purser.

B. D. WRIGHT, Esq.,
Navy Yard, Pensacola, Fla.

Approved:
ROB'T D. THORBURN,
Commandant pro tem.

NAVY AGENCY, PENSACOLA, *October 6th*, 1851.

Received of B. D. Wright, navy agent, four thousand dollars, in full of the above requisition.

DUDLEY WALKER,
Purser.

NAVY YARD, PENSACOLA,
September 1st, 1851.

SIR: There is required for the pay of mechanics, &c., employed in this yard, for the month of September, 1851—

Navy yard, Pensacola, for labor on perman't wh'f, five thousand dolls	$5,000
Ditto on timber shed, guard-house, lime-house, &c., &c...	3,000
Contingent pay of watchmen, stable attendants, repairs, carts, &c., &c	2,500
Superintendents, clerks, &c., &c., one thousand twenty-five dolls	1,025
	$11,525

DUDLEY WALKER,
Purser.

B. D. WRIGHT, Esq.,
Navy Agent, Pensacola.

App'd:
ROB'T D. THORBURN,
Comm'g pro tem.

NAVY AGENCY, PENSACOLA, *October 6th*, 1851.

Received of B. D. Wright, navy agent, eleven thousand five hundred and twenty-five dollars, in full of the above requisition. (In triplicate.)

DUDLEY WALKER,
Purser.

U. S. Navy Department in account current with Dudley Walker, Purser U. S. navy-yard, Pensacola, for the 3d quarter, ending September 30th, 1851.

Dr.

Sep. 30.	To am't of pay of the navy, as per U. S. hosp. and sta. roll	9,220 56
Aug. 15.	To am't of George W. Barkley, as per voucher No. 1	116 89
Aug. 31.	To am't of E. W. Dorr, as per voucher No. 2	67 06
Aug. 20.	To am't of Charles Hobbs, as per voucher No. 3	20 00
Sep. 7	To am't of James Suffen, as per voucher No. 4	42 00
	To am't of mechanics' rolls, for July	13,561 74
	" ditto " Aug	12,037 26
	" ditto " Sept	11,107 47
	" clothing issued during the 3d quarter 1851	400 92
	To am't of small stores, issued during the 3d quarter	116 77
	Balance due the United States	28,210 64½
		$74,901 31½

1851. Cr.

July 1.	By am't balance, as per ac. current 2d quarter 1851	22,272 47
	By am't rec'd from Treasurer U. S., on req. 277	18,025 00
	By am't rec'd from Treasurer U. S., on req. 307	18,525 00
	By am't rec'd from B. D. Wright, navy agent	15,525 00
	By am't clothing rec'd from N. S. K., 10 per cent. added	389 45½
	By small stores, 10 per cent. added	164 39
		$74,901 31½

Navy-yard, Pensacola, Sep. 30th, 1851.

DUDLEY WALKER, *Purser.*

U. S. Navy Department in ac. current with Dudley Walker, purser U. S. navy-yard, Pensacola, for the 1st quarter, ending March 31st, 1852.

1852.		Dr.	
Mar. 31.	To am't of pay of navy, as per navy-y'd hosp. and sta. rolls	10,420	61
	To am't of voucher No. 1, Thomas C. Full	18	80
	To am't of voucher No. 2, Mrs. Sarah T. Lyndall	189	98
	To am't of voucher No. 3, John O. Bradford	14,000	00
	To am't of mechanics' roll, Jan'y	11,882	20
	" " " Feb'y	11,621	91
	" clothing issued to ordinary 1st qr. 1852	427	41
	Small stores	101	93
	Balance due	17,855	30
		Cr.	
Ja'y 1.	By am't balance, as per last ac. current 4th qr	18,749	25½
	By am't rec'd from N. agent, Pensacola, Jan'y	16,925	00
	By am't rec'd from N. agent, Pensacola, Feb'y	12,775	00
	By am't rec'd from N. agent, Pensacola, May		
	By clothing rec'd from N. S. keeper, 10 per cent. added	18,000	00
	Small stores	68	89
		66,518	14

Navy-yard, Pensacola, March 31st, 1852.

DUDLEY WALKER, *Purser.*

United States of America.

Treasury Department,
June 28th, 1859.

Pursuant to the act of Congress of 22d February, 1849, I hereby certify that the annexed *to be* true copy of a letter recorded in this office.

In witness whereof, I have hereunto set my hand, and caused the seal of the Treasury Department to be affixed, on the day and year first above written.

[S. L.]

HOWELL COBB,
Secretary of the Treasury.

TREASURY DEPARTMENT, 4TH AUDITOR'S OFFICE,
Septem. 23, 1853.

SIR: Since your letter of the 15th ult. was received, a final settlement of your account has been made, by which it appears that you are indebted to the U. States in the sum $20,666 94. You will find in the reconciling statement which I send you a disallowance of all the charges contained in your account, dated on the 20th of August, 1853, which you transmitted to me with your letter of the 15th of that month. Will you be pleased to pay the balance above mentioned into the hands of the nearest depositary of public moneys, and send to this office his certificate of your having done so, in order that your account may be closed.

Very resp'y, your obt. serv't,

(Signed) A. O. DAYTON.

To DUDLEY WALKER, Esq.,
Late Purser U. S. Navy, Pensacola, Fla.

Thereupon the plaintiff submitted to the jury the testimony of John E. Holland, to wit:

I am a clerk in the 4th Auditor's Office; after a purser presents his accounts they are made out in the 4th Auditor's Office from the pay-rolls and vouchers he transmits with his account current; I have been in the office for the last 22 years. I am familiar with the official statements offered in evidence on yesterday. [After looking over one of the statements, says:] At navy yards the heads of disbursement sometimes vary from those on vessels at sea, such as "navy yard at Pensacola," "dry dock," "hospital at Pensacola," "superintendents," "increased armament." Disbursements on board of vessels come under the head of "pay of the navy," "clothing of the navy," "provisions," "contingent," "pay of the marine corps," and "surgeons' necessaries." Official statement for the 1st and 2d quarters of 1850, shows the disbursements that usually take place at navy yards. All the heads of disbursement in official statements for the 1st, 2d, 3d, and 4th quarters of 1850, are the appropriate heads under which disbursements are made at navy yards. In all the official statements the heads of disbursement are those under which a purser disburses at sea or on shore. It is the duty of pursers to make disbursement under any of those heads when required, if he has funds. Navy agents disburse under the heads of disbursement in official statement for the 4th quarter of 1850; those heads of disbursement are appropriate to both navy agent and purser. Mr. Walker was never appointed

navy agent by the Navy Department in 1850 or 1851. I do not know what the commander of the yard may have done. The department declined to recognise Walker as navy agent; and for this reason remitted the money to him as purser, as the warrants will show, and were careful to do so.

And thereupon the plaintiff's attorney asked the witness the following question, to wit:

"Are the disbursements of purser and navy agent common to each office, and may a purser be required to disburse money in the absence of a navy agent, which, if such agent were present, would be disbursed by him?"

To which question the defendant's counsel objected, because the duties of the two officers must be determined by the published rules and regulations of the Naval Department; which objection being noted and overruled by the court, the witness was permitted to answer the said question, which he did as follows:

"Navy agents and pursers at a station frequently disburse under the same heads; they have done so hitherto by requirement, and navy agents have been required to discharge the duty of a purser; for at one period Dudley Walker was required to disburse as navy agent at the Pensacola station, and for this period his accounts were settled. Pursers at naval stations make disbursements under the heads in the official statements for the 1st, 2d, 3d, and 4th quarters of 1850."

"When the government remits funds to a purser in his requisition approved by the commanding officer, it then becomes his duty to disburse the money for the yard, &c., at the requirement of the commanding officer. Commanding officer must approve requisitions and disbursements, else they would not be allowed by 4th Auditor."

Witness produced a receipt given by Dudley Walker to his predecessor, Rittenhouse, which being proved by witness, was read, and is as follows:

"NAVY YARD, PENSACOLA,
April 1st, 1850.

"Received from J. B. Rittenhouse, purser U. S. Navy, twenty-five thousand two hundred and twenty-five dollars and forty-two cents, government money turned over by him to me as his successor.

DUDLEY WALKER,
$25,225 42. *Purser.*"

"The difference between Walker's receipt, and the amount charged in official statement for the 1st and 2d quarters of 1850, is reconciled by item small stores, &c., in purser Walker's account

current for 3d quarter of 1850, viz: $60 75, and by item of overcharged in recapitulation in pay-roll for 2d quarter 1850. In 1850 pursers on leaving a station were permitted to turn over to successors all amounts belonging to government in their hands. Item of $700 charged in official statement for 1st and 2d quarters of 1850 is erroneously charged against Walker under the name of Bell, and Walker is afterwards credited with the amount by a charge against Walker Anderson. Items in official statement for 2d quarter of 1850, under name of Sloannaker $100, Rittenhouse $270, were allotments paid to Capt. Newton $100, and allotment to Rittenhouse $270, transferred by him to Walker. Check of Patterson for $71 31 overpaid him by Roberts; this is credited to Mr. Walker in the statement of his accounts. Hospital fund $82 51 is charged against Walker, and he receives this amount by deduction from officers' pay 20 c. per month." Items in official statements for the 3d and 4th quarters of 1850, under the head of allotments, are explained as above.

I examined the books of the Navy Department with Mr. Walker, to find an order directing him to act as navy agent, but there was none to be found. I have known three instances in which pursers where required to do the duty of navy agents; Mr. Todd's, in 1842, was the first I ever knew. I knew of other instances by examining the books of the department.

Purser Walker acted as navy agent about 1840, tho' I do not recollect accurately. Purser Walker paid contractors in 1840, and he did so in 1850, as appears in his account current for that year; in the absence of a navy agent he might have been called upon in 1850 to make the same payments that he did in 1840. If there had been a navy agent at Pensacola in 1850, he would not have made payments to contractors; it would have been the business of the navy agent; the moneys were transmitted to Walker to pay all the necessary expenses of the station in his capacity as purser. Had there been a navy agent at Pensacola in 1850, the money for the payment of contractors would have been sent to him. A navy agent going out of office turns over his money to the department, depositing the same in the Treasury, or turns it over to his successor. The latter course, however, is not authorized by the department. I have known money to be sent to a purser without a previous requisition. Purser Rittenhouse's transfer of funds to Walker was informal; but the latter having received it, the former was credited; the amount is not in any requisition; I have examined the papers of department to ascertain whether it was so embraced; it could not be so. The department requires pursers to perform the duties performed by Walker. A purser is compelled to disburse money transmitted to him for that purpose by the department. Walker was at the Pensacola navy yard from 1850 to 1852. The rules

in the regulations of the navy "published in 1818, are not now applied by the department."

And thereupon the defendant submitted to the jury the following testimony, to wit:

J. W. Shippey: I was acquainted with the transactions of purser Walker at the Pensacola navy yard for the 2d, 3d and 4th quarters of 1850. [After looking at Walker's accounts current for the 2d, 3d and 4th quarters of 1850,] the names mentioned under the heads of "Improvement," "Contingent," "Increased Repairs," "Provisions," "Ordnance," "Hospital Improvement," "Hospital Fund," are not the names of persons connected with the naval service; the bills under those heads were for supplies, &c., furnished the yard; there are three items for work—contract work. The persons mentioned under the above heads of the accounts current are not on the pay-rolls. Under the head of "Contingent" is embraced bills for pilotage, and other bills of that character—bills of hauling, expenses of officers, and other bills of that character. Under the head of "Increased Repairs," are embraced bills for materials "Provisions," the same; "Ordnance," "Hospital Improvements," bills for materials; "Hospital Fund," provisions and other articles furnished to hospital. Under head of "Pay of the Navy" is embraced pay of the naval officers at the yard, and those residing at the station and not on duty—seamen, mechanics and laborers employed in the yard. Purser Walker met a requisition of Purser White, of the Germantown, for $1,500. The disbursements in Walker's accounts current for the 2d, 3d and 4th quarters of 1850, under the heads of "Improvement," "Contingent," "Increased Repairs," "Provisions," "Ordnance," "Hospital Improvement," and "Hospital Fund," were made by him whilst he was acting as navy agent at Pensacola. I am not an officer of the navy; I am clerk to the commandant, and receive my appointment from him. I do not know that Walker was ever appointed navy agent. He was required to perform the duties at the station. I am authorized under the regulations to wear the naval button. I am not required or compelled to do so; it is a matter of choice.

The testimony of Jackson Morton: I was a senator from the State of Florida on 7th March, 1853; in 1853, at the request of Jasper Strong, either as friend, agent, or public representative, to call upon the Navy Department, 4th Auditor's Office, and ascertain the balance due by Purser Walker, and received in reply to my inquiries the letter now offered in evidence addressed to me by 4th Auditor, A. O. Dayton, [which letter is in the words and figures following, to wit:]

TREASURY DEPARTMENT,
4TH AUDITOR'S OFFICE, *March 7th*, 1853.

HON. JACKSON MORTON,
U. S. Senate.

SIR: In reply to your vabal interrogatories, with regard to the settlement of the account of Dudley Walker, late purser of the Pensacola yard, I have the honor to state, that on the final settlement in this office, dated March 1st, 1853, and now under re-examination in the office of the Second Comptroller of the Treasury Department, a balance was found to be due from him to the United States of $21,871 31. Mr. Walker's first disbursements at the Pensacola yard commenced on 1st of March, 1850, as purser, and on 1st of April, 1850, as acting navy agent. His disbursements as acting navy agent, for a period of nine months, amount to $41,075 73; and his aggregate disbursements as purser and acting navy agent for the same period, amount to $214,947 42. The balances due the United States that he has acknowledged, are as follows:

2d quarter,	1850	.....	20,832	61
3d "	"	.....	23,385	75
4th "	"	.....	28,961	84
1st "	1851	.....	18,329	08
2d "	"	.....	22,2 2	47
3d "	"	.....	28,210	64
4th "	"	and 1st qr., 1852	17,853	30

On the 4th of February last, Mr. Walker was called upon by me to refund the amount acknowledged by him in his final account, and no reply has yet been made to my letter.

I have the honor, sir, to be,
Very respectfully,
Your obedient servant,
A. O. DAYTON.

The said letter having been proved, the defendant's counsel proposed to read the same to the court and jury; but the plaintiff's counsel objected to the introduction of the said letter in evidence, because the same was unofficial, and, therefore, its contents were not evidence against the plaintiffs; which objection having been sustained by the court, the said letter was not permitted to be read in evidence; and thereupon the defendant's counsel excepted to the ruling of the court, and prayed that his exception might be noted.

The defendant's counsel proposed, after proving the same, to read in evidence the following letter, belonging to the files of the office of the commandant of the Pensacola navy yard, to wit:

BUREAU OF YARDS AND DOCKS,
21*st May*, 1850.

CAPTAIN: Your letter of 13th inst. has been received. It was not the intention of the bureau, in the letter of the 14th instant, to imply that there had been any neglect on your part, because bills had been transmitted to this office without letter of advice, but simply to state the fact of certain bills embraced in the list sent you having been received at this office without any letter of advice, by which the bureau might know by whom they had been transmitted.

The department having appointed a navy agent, bills will be paid through his agency, when he shall be supplied with funds by the department for that purpose; in the mean time Purser Dudley Walker, it is presumed, will perform his duties as acting N. agent.

Respectfully, your ob't ser't,
JOS. SMITH.

Captain JNO. THOS. NEWTON,
Comm't Navy Yard, Pensacola.

To the reading of which letter in evidence the plaintiff's counsel objected, and the court sustained the objection and ruled out said letter, because the same was irrelevant; to which ruling of the court the defendant's counsel excepted, and prayed that his said exception might be noted.

The defendant's counsel then proposed to prove and submit to the jury Dudley Walker's private books, kept and made out during the 2d, 3d, and 4th quarters of 1850, to show that he was receiving and disbursing money as navy agent during those quarters of 1850, for the purpose of contradicting his accounts current rendered to the department for those quarters of 1850 in which he charges and credits himself as purser only; but the court refused to permit the said books to be proved and submitted to the jury, because the same were not evidence against the plaintiffs; and thereupon the defendant's counsel excepted to the ruling of the court, and prayed the court to note his said exception.

The defendant's counsel offered and read in evidence the naval regulations of 1818, the Blue and Red Books of the navy, the following commissions, bond, and reconcilement, to wit:

The President of the United States of America to all who shall see these presents, greeting:

Know ye, that reposing special trust and confidence in the patriotism, fidelity, and abilities of Augustus E. Maxwell, I do, by and with the advice and consent of the Senate of the United States, appoint him navy agent for the port of Pensacola, in the State of Florida.

He is, therefore, carefully and diligently to discharge the duties

of navy agent, by doing and performing all manner of things thereunto appertaining; and he is to observe and follow the orders and directions which he may, from time to time, receive from the President of the United States and the Secretary of the Navy.

This commission to continue in force during the term of four yesrs from the twenty-fourth day of February, 1857.

Given under my hand at Washington, in the year of our Lord one thousand eight hundred and fifty-seven, and in the eighty-first year of the independence of the United States.

JAMES BUCHANAN.

ISAAC TOUCEY,
Secretary of the Navy.

JOHN QUINCY ADAMS, PRESIDENT OF THE UNITED STATES OF AMERICA.

To all who shall see these presents, greeting:

Know ye, that reposing special trust and confidence in the patriotism, valor, fidelity, and abilities of Dudley Walker, I have nominated, and by and with the advice and consent of the Senate, do appoint him a purser in the navy, in the service of the United States; he is, therefore, carefully and diligently to discharge the duties of purser, by doing and performing all manner of things thereunto belonging. And I do strictly charge and require all officers, seamen, and marines, under his command, to be obedient to his orders as purser. And he is to observe and follow such orders and directions, from time to time, as he shall receive from me or the future President of the United States of America, or his superior officers set over him, according to the rules and discipline of the navy. This commission to continue in force during the pleasure of the President of the United States for the time being.

Given under my hand at Washington, this twenty-first day of August, in the year of our Lord one thousand eight hundred twenty-six, and in the fifty-first year of the independence of the United States.

J. Q. ADAMS.

By command of the President of the United States of America.
SAM. S. SOUTHARD.

Registered: R. B. MAURY.

Reconcilement Act. Purser Dudley Walker, Pensacola Yard, 3d qr. 1850.

Office balance due U. States.....	$90,779 20
Account current do.	23,388 75
Difference.....	67,390 45

Thus explained:

Cash not yet credited	58,450	
Vouchers as navy agent suspended	4,194	
No. 6, present ac. N. agent	43	80
Allot's not yet credited	50	
Defective rect. of B. Bowman, susp'd	25	31
" " Lt. Farragut "	301	86
" " " Semmes "	301	86
Want of transfers officers' roll susp'd	912	83
Defective rects. 1st and 2d qr	188	97
Errors in addition do.	1,860	
Defective rects. do.	314	53
Disallowances do.		40
" navy agent, voucher 5, ditto	478	90
" " 2, ditto	111	22
Items from former reconcilements	157	57
	67,391	25
Less credit error $0 80		80
	$67,390	45

Treasury Department, 4th Auditor's Office, Feb. 18, 1851.
A. O. DAYTON.

Rec'mt filed July 8, 1859.

Copy of Bond.

Know all men by these presents, that we, Augustus E. Maxwell, of the county of Escambia, in the State of Florida, as principal, and James T. Archer, of the county of Leon, in the State of Florida, and Wm. R. Hayward, G. Troup Maxwell, of the county of Leon, in the State of Florida, and Peres B. Brahan, of the county of Leon, in the State of Florida, as sureties, are held and firmly bound unto the United States of America, in the sum of forty thousand dollars, lawful money of the United States, to be paid to the United States; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, in the whole, and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this day of March, anno Domini one thousand eight hundred and fifty-seven.

The condition of the above obligation is such, that if the above bound Augustus E. Maxwell shall faithfully discharge all his duties as navy agent of the port of Pensacola, Florida, then the

above obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

A. E. MAXWELL, [L. S.]
J. T. ARCHER, [L. S.]
WM. R. HAYWARD, [L. S.]
G. TROUP MAXWELL, [L. S.]
P. B. BRAHAN. [L. S.]

Signed, sealed and delivered in the presence of—
GEO. S. HAWKINS.

Each of the sureties in the sum of $10,000. Oath of office 13th March, '57.

And the cause having been fully argued by counsel on both sides, the court instructed the jury as follows:

In the District Court of the U. S., nor. dis. Florida, Western Division—July Special Term, 1859.

THE UNITED STATES vs. JASPER STRONG. } Debt upon Bond.

This action in debt is brought by the plaintiff to recover the penalty of two official bonds executed by Dudley Walker, principal, as purser in the navy of the United States, and Jasper Strong and Geo. W. Barkley, sureties. The first bond bears date the ninth day of August, eighteen hundred and forty-five, and the second the twenty-seventh day of November, eighteen hundred and forty-nine. The two bonds are alike, conditioned that "Dudley Walker shall faithfully discharge all his duties as a purser in the navy of the United States; and it is upon an alleged breach of their conditions that the United States seeks to maintain a recovery against the defendant, Strong, as surety. The declaration in two counts respectively avers, that at the *the* time of the execution of the bonds respectively, there were remaining in the hands of the said Walker, as purser in the navy of the United States of America, to be by him, in the discharge of the duties of his said office of purser, applied and disbursed for the use and benefit of the plaintiff, large sums of money, the property of the United States, and that after the execution of the said bonds there came to the possession of the said Walker other large sums of money, the property of the United States, to be in like manner applied; that the said Walker has hitherto failed to apply and disburse the said moneys to the use and for the benefit of the plaintiff, and has hitherto refused to pay the said moneys or any part thereof to the said plaintiff. This neglect and refusal is denominated the breach of the bond *is* violation of the obligation, whereby it is insisted the surety of Walker has incurred the alleged liability. To this the

defendant, Strong, has filed his plea, in which he denies that at the time of the execution of the said bonds there were remaining in the hands of his principal, as purser in the navy of the United States, the sums of money claimed by the U. S., or that he afterwads received any other sums of money from the plaintiff, which, as purser, he failed to apply and disburse, or refused to pay to the plaintiff. Under these pleadings you are then to inquire whether at the date of the execution of the 2d bond, to wit, on the twenty-seventh day of November, eighteen hundred and forty-nine, there were in the hands of Dudley Walker any moneys belonging to the plaintiff, which it became the duty of the said Walker, in his official character, to disburse for the use of the plaintiff, or to pay over to the plaintiff, upon request and demand. And you are likewise further to inquire whether, after the execution of the said last mentioned bond, the said Walker received from the plaintiff any sum or sums of money, for which, in his official capacity as purser, he was liable to account in like manner. The bond is conditioned for the faithful discharge by Dudley Walker of the duties of the office of purser; and if, at the time of the execution thereof, there were remaining in the hands of the said Walker the moneys of the United States, the sureties to his bond undertook in his behalf, as guarantors, that he should faithfully apply such funds. It matters not that such moneys were received prior to the date of the bond. The guaranty was, that he should faithfully perform the duties of his office. It became and was his official duty to apply the moneys of the United States in such manner and for such lawful purposes as were designated by those whose instruction he was required to obey. It appears from the Treasury transcripts that at the time of the execution of the bond of the twenty-seventh November, eighteen hundred and forty-nine, there was so remaining in the hands of the said Walker the sum of one hundred and fifty-seven dollars and fifty-seven cents, and if you are satisfied that the said Walker has never disbursed the same for the use of the United States, or has never paid this amount to the United States, then the United States is entitled to recover this amount from the surety. If you are satisfied, from the evidence, that on the twenty-seventh day of November, eighteen hundred and forty-nine, that no such balance was due from Walker to the plaintiff, then, upon that day, the day of the execution of the last bond, the liability of Walker's surety was confined to the faithful application of such sum or sums as he, Walker, received after that day; but if you are of opinion that the amount of one hundred and fifty-seven dollars and fifty-seven cents, or any other amount, on the day last mentioned, was in the hands of Walker undisbursed, then it is a balance against him, which you may connect with the succeeding transactions between the government and himself, and which may be carried forward to any subsequent in-

debtedness from Walker to the plaintiff, accruing under the last bond; and here I may state to you, that if the plaintiff is entitled to recover any amount at all, such recovery must be under the last bond, and at this point you may dismiss from your minds any consideration of the first bond, viz., that executed on the ninth August, eighteen hundred and forty-five; the last bond was accepted and required by the government as a substitution, and not as an additional security. It now remains for you to satisfy yourselves, whether Dudley Walker did receive, after the twenty-seventh day of November, eighteen hundred and forty-nine, any moneys of the plaintiff, which, in his official capacity, he failed to disburse or to pay to the plaintiff on demand.

In this case there is an alleged default on the part of Walker; and if so, it is important to fix the time at which such default occurred. It is usual and indispensable to the efficiency of the public service that the disbursing agents of the government should be possessed of government funds to be appropriated for government purposes, under such requirements and restrictions as are prescribed by law and the regulations of the several departments to which such agents are liable to account. An incident to the duties of such agents is to make returns or statements at fixed periods of the expenditures and disbursements; and of the amounts remaining undisbursed, it is not usual for the government to require its disbursing agents to return or pay over to the public Treasury such amounts as may appear from time to time as balances against them. In no sense can a disbursing agent be considered a defaulter, because there remains in his hands, patent upon his accounts, a balance against him in favor of the government; such balance is charged against him by the government, and may be carried forward against him during a series of years or entire term of office, and yet the officer not considered a defaulter. A defaulting officer, in the sense in which it may be applied to this case, is one who has failed or refused to account for the moneys of the United States intrusted to him.

It does not anywhere appear that any settlement was demanded of Walker until September the twenty-third, eighteen hundred and fifty-three, when a letter which has been read to you was addressed to him by Mr. Dayton, Fourth Auditor, requiring him to pay over the sum of twenty thousand six hundred and sixty-six dollars and ninety-four cents, the balance claimed to be due the United States, and it is only from this moment that a default, if any, in its legal signification, had accrued, so that the United States, if entitled to a recovery at all, is entitled to receive from this defendant, as surety, whatever amount you may believe from the evidence was in the hands of Walker, undisbursed by him as purser, or unpaid to the government. Such amount, however, inclusive of interest, as you may find to be due to the United States, cannot exceed the penalty

of the bond, which is for twenty-five thousand dollars. It is insisted by the counsel for the defence that Walker was required and did make disbursements out of such funds as were intrusted to him, not included or contemplated in the proper and legitimate discharge of his duties as purser; that he was unlawfully coerced to discharge the duties of a navy agent at the Pensacola navy yard; that in thus obeying the instructions of the Naval Department, he disbursed large sums, which disbursements were peculiar to the office of navy agent, and that his sureties are not bound to respond to the government for any amounts confided to Walker in such capacity, they not having undertaken to answer for the defaults of a navy agent, and that an attempt is thereby made to enlarge the responsibilities of his sureties; and further, that the Treasury transcripts or official statements have confounded his disbursements as purser and navy agent, so that it is impracticable to ascertain, if there is any default, whether such default occurred in Walker's official capacity as purser or acting navy agent. To sustain this position the official statements numbered 6 and 8 are invoked, wherein it appears that Walker is designated in their caption as "acting as navy agent." Much importance has been attached to this feature in the testimony. I think it wholly unimportant; the words used are merely words of description, as if he had been designated "purser and disbursing agent," as he undoubtedly was. The fact that he is so described does not show that the duties of a navy agent were devolved upon him. If it were considered material to show that he did perform temporarily the duties of a navy agent, there is abundant proof to establish the fact that some of the disbursements made by him while at the Pensacola navy yard were disbursements usually made by a navy agent, if there were one. The evidence shows, that at the time such disbursements were made, there was no navy agent at this point, and Walker was called upon to make disbursements, which it is in evidence a purser may be required to make in the absence of a navy agent. It does appear from the evidence that Walker made his requisitions in the character of purser, and that the Navy Department made remittances to him in this capacity, in the form of warrants, which have been submitted to you. The official character in which the Navy Department regarded Walker must be determined from all their acts. Mr. Holland, the witness, testifies that the department positively refused to regard Walker as acting navy agent at Pensacola; the warrants are payable to him as purser; yet the same department required of him duties which would have been performed by a navy agent, had there been at Pensacola such an officer. In so doing did they constitute him a navy agent, and require of him the performance of duties for defaults in which his sureties had not undertaken to protect the government?

A purser in the navy of the United States is a receiver and disburser of public moneys for that particular branch of the public service. To disburse the government funds, as required by that department, and to pay over such amount as remains in his hands, when ordered so to do by the legally constituted authority, seems to be a duty so clearly appertaining to his office as not to admit of a doubt. That his duties are not enumerated in detail is not singular. It would be wholly subversive of military subordination if the several departments of the government were denied the right to prescribe regulations for the guidance of those immediately under their control.

The legislature has undertaken to do no more than to create and define the offices and fix their compensation, leaving to each department the power to control and supervise the official conduct of those subordinate to it; it would be inexpedient in the judicial tribunals to assert a higher prerogative. The regulations of a department subordinate to law, and in conformity thereto, have the force and effect of statutory enactments, which courts will endeavor to sustain and not defeat.

The Treasury transcripts or official statements, uncontradicted by other testimony, being made evidence by statute, disclosed the true amount to which the plaintiff is entitled, and for that amount it will be your duty to find a verdict.

And thereupon the defendant excepted to that part of said charge in which the court instructed the jury to the effect that the Navy Department, in requiring Purser Walker to perform duties which would have been performed by a navy agent, had there been such an officer at Pensacola, did not constitute him a navy agent, and require of him the performance of duties, against defaults in which his sureties had not undertaken to protect the government. (U. States vs. Jasper Strong, charge of the court to the jury. Filed July 15, 1859.—M. P. de Rioboo, clerk.)

And thereupon the defendant prayed the court to instruct the jury in his behalf as follows:

First. That the liability of a surety is not to be extended beyond the terms of his contract. To the extent and in the manner and under the circumstances pointed out in his obligation he is bound, and no further.

Second. That the second bond in the plaintiff's declaration mentioned relates exclusively to and was only intended to cover the duties of Dudley Walker, as a purser in the navy of the United States, and that the defendant is not responsible to the United States under said bond for any defalcation of the said Walker whilst acting as a navy agent.

Third. That, as against the defendant, the jury, in order to ascertain whether the alleged indebtedness of the said Dudley Walker to the United States accrued whilst he was acting as a purser only,

or whilst he was acting as navy agent, are not only to look at the state of the accounts at the period when the default of the said Walker was ascertained and declared by the United States, but the jury must look to all the accounts during the period covered by the second bond in the plaintiff's declaration mentioned; and if the jury find that the said Walker's accounts, as acting navy agent, have been carried into his accounts as purser, they must endeavor to ascertain what portion of the balance claimed by the United States, and for which the said Walker was in default before the institution of this suit, is referable exclusively to the said Walker's receipts and disbursements as a purser, without any regard to his receipts and disbursements as acting navy agent, and for such portion only of said balance the said plaintiffs are entitled to a verdict.

Fourth. The burden of proof lies upon the plaintiffs to show, to the satisfaction of the jury, that the said Dudley Walker, as a purser, had in his hands at the date of the said bond, or afterwards received, money belonging to the plaintiffs, which, as a purser, he failed to disburse or account for; and therefore, if, after a careful examination of the accounts submitted for their consideration, the jury shall find the said Walker's accounts, as a purser, so mingled and confounded with his accounts as acting navy agent, as to render it impossible for them to determine how much if any portion of the alleged indebtedness of the said Walker accrued to the plaintiffs whilst he was acting in the capacity of purser only, then they must find for the defendant.

All which instructions, except the first, the court refused to give to the jury, as being calculated to mislead them.

To all which several rulings, decisions, and judgments of the said court during the trial of this cause, to the above specified portion of the instructions given to the jury, and to the refusal of the court to instruct the jury as prayed by the defendant, the said defendant excepts; and for as much as the said matters excepted to do not appear upon the record of said court, tenders this his bill of exceptions, and prays that the same may be signed, sealed, and made a part of the record, which is accordingly done.

July 18th, A. D. 1859.

McQUEEN McINTOSH, [SEAL.]
U. S. Judge Nor. Dis. Florida.

Writ of Error.

THE UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the Judge of the District Court of the United States for the northern district of Florida, greeting:

Because in the record and proceedings, as also in the rendition of a judgment in a plea which is in the said court before

you, between the United States of America and Jasper Strong, a manifest error hath happened, to the great damage of the said Jasper Strong, as by his complaint appears, and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the party aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, and what of right and according to the laws and custom of the United States should be done.

Witness the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this 21st day [SEAL.] of July, in the year of our Lord one thousand eight hundred and fifty-nine, and of the independence of the United States the eighty-fourth.

M. P. DE RIOBOO,
Clerk U. S. Dis. Court Nor. Dis. of Florida, at Pensacola.

Citation.

THE UNITED STATES OF AMERICA, *ss.*

To the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the first Monday in December next, pursuant to a writ of error, filed in the clerk's office of the district court of the United States, for the northern district of Florida, wherein Jasper Strong is plaintiff, and you are defendant in error, to show cause, if any there be, why the judgment in said writ of error mentioned shall not be corrected, and speedy justice should not be done to the party in that behalf.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this 22 day of July, in the year of our Lord one thousand eight hundred and fifty-nine.

McQUEEN McINTOSH,
Judge U. S. Dis. Court Northern District of Florida..

Richard L. Campbell, being duly sworn, says that he did on the 25th day of July, A. D. 1859, serve the within citation upon Chandler C. Yonge, Esq., United States district attorney for the northern district of Florida, by handing him a copy of the said citation, and showing him the original at the same time.

RIC'D L. CAMPBELL.

Sworn to and subscribed before the undersigned, this 25th day of July, A. D. 1859.

M. P. DE RIOBOO,
Clerk U. S. Dis. Court Nor. Dis. of Florida, at Pensacola.

NORTHERN DISTRICT OF FLORIDA,
Western Division, City of Pensacola.

I, Maximo P. de Rioboo, clerk of the United States district court northern district of Florida, at Pensacola, do hereby certify that the foregoing one hundred pages contain a true and perfect transcript of the record in the case therein stated, as the same remains of record and on file in my office.

In witness whereof I have hereunto set my hand and the seal of our said court at Pensacola, this the fifteenth day of November, A. D. 1859.

[L. S.]

M. P. DE RIOBOO,
Clerk U. S. Dis. Court Nor. Dis. of Florida, at Pensacola.

Filed 6th Dec'r, 1859.

Supreme Court of the United States.

DECEMBER TERM, 1867.

JASPER STRONG, *Plaintiff in Error,* *vs.* THE UNITED STATES.	No. 93. *Error to the United States District Court, for the Northern District of Florida.*

Assignments of Error.

And now comes the plaintiff in error and says, that in the record and proceedings herein there is error in this:

1st. In ruling out the evidence offered by the defendant below, to wit: the letter of the Fourth Auditor of the Treasury to the Hon. Jackson Morton, *Record, p.* 88, and the testimony of said Morton, *Record, p.* 89, and also in ruling out the books of Dudley Walker. *Record, p.* 90.

2d. That the court erred by charging the jury, in effect, that the Navy Department in requiring Purser Walker to perform duties which would have been performed by a Navy Agent had there been such an officer at Pensacola, did not constitute him a Navy Agent nor require of him the performance of duties against default in which his sureties had not undertaken to protect the Government. *Record, p.* 97.

3d. That the District Court also erred in refusing to give the second, third, and fourth instructions prayed for by the defendant below, to wit:

"Second. That the second bond in the plaintiff's declaration mentioned relates exclusively to and was only intended to cover the duties of Dudley Walker, as a Purser in the navy of the United States, and that the defendant is not responsible to the United States under said bond for any defalcation of the said Walker while acting as a Navy Agent.

"Third. That, as against the defendant, the jury, in order to ascertain whether the alleged indebtedness of the said Dud-

ley Walker to the United States accrued while he was acting as a Purser only, or whilst he was acting as Navy Agent, are not only to look at the state of the accounts at the period when the default of the said Walker was ascertained and declared by the United States, but the jury must look to all the accounts during the period covered by the second bond in the plaintiff's declaration mentioned; and if the jury find that the said Walker's accounts as acting Navy Agent, have been carried into his accounts as Purser, they must endeavor to ascertain what portion of the balance claimed by the United States, and for which the said Walker was in default before the institution of this suit, is referable exclusively to the said Walker's receipts and disbursements as a Purser, without any regard to his receipts and disbursements as acting navy agent, and for such portion only of said balance the said plaintiffs are entitled to a verdict.

"Fourth. That the burden of proof lies upon the plaintiffs to show, to the satisfaction of the jury, that the said Dudley Walker, as a Purser, had in his hands at the date of the said bond, or afterwards received, money belonging to the plaintiffs, which, as a Purser, he failed to disburse or account for; and, therefore, if after a careful examination of the accounts submitted for their consideration, the jury shall find the said Walker's accounts as a Purser, so mingled and confounded with his accounts as acting Navy Agent, as to render it impossible for them to determine how much, if any portion, of the alleged indebtedness of the said Walker accrued to the plaintiff's whilst he was acting in the capacity of purser only, then they must find for the defendant.

"All which instructions the court refused to give to the jury, as being calculated to mislead them." *Record, p.* 98.

4th. That the ruling of the District Court and the instructions given to the jury are in other respects erroneous.

Therefore the plaintiff in error prays that the record and proceedings herein and the judgment of the District Court aforesaid may be reversed, &c.

EDWIN M. STANTON,
for Plaintiff in Error.

Supreme Court of the United States.

DECEMBER TERM, 1867.

JASPER STRONG, *Plaintiff in Error,* vs. THE UNITED STATES. } No. 3. *Error to the District Court of the United States for the Northern District of Florida.*

Brief for Plaintiff in Error.

The action below was debt against Jasper Strong as surety upon two official bonds of Dudley Walker, as Purser in the United States Navy. The first bond, dated August 9, 1845, was superseded by another bond for $25,000, dated the 27th of November, 1849. The defalcation is alleged to have taken place during the 2d, 3d, and 4th quarters of the year 1850. By report of the Fourth Auditor, dated Sept. 6, 1853, a balance of $20,666 94 was claimed to be due from Walker to the United States. During the period of alleged defalcation, Walker made large disbursements, and acted, as Navy Agent, at Pensacola, one of the most important naval stations on the Southern seaboard, where large works were being built. Under instructions of the Court, the jury returned a verdict against Jasper Strong, the Purser's surety, for $25,000, the penal amount of the bond, for which sum and costs, judgment in favor of the United States was rendered. To reverse that judgment, for error in rulings of evidence and charge to the jury, this writ of error is prosecuted.

The evidence offered by the Government to establish its claim under the bond against Jasper Strong as surety for Purser Walker, consisted of, 1st, official Treasury statements of account and reports thereon, and copies of Treasury warrants; 2d. Accounts filed by Walker; 3d. the testimony of John E. Holland, a clerk in the Fourth Auditor's office.

The Treasury statement of the first and second quarters of 1850, No. 9160, *Record p.* 10, purports on its face to be the official Treasury report upon account of "Dudley Walker, Purser, and *acting as a Navy Agent at Pensacola*, 1st and 2d quarters 1850, in account with the United States."

The statement of the 4th quarter, 1850, No. 9320, *Record, p.* 23, 27, also purports to be the official Treasury report upon the account of "Dudley Walker, Purser, and *acting Navy Agent*, Pensacola yard." Record p. 97.

An official reconcilement account, for the 3d quarter of 1850, also shows vouchers of Walker as Navy Agent, some suspended, others disallowed, while the report No. 9160, shows credits for disbursements allowed to Walker indiscriminately as "*Purser and Navy Agent*," amounting to nearly $150,000, for the first and second quarters. And report No. 9320 allows in like manner credits to Walker indiscriminately for disbursements of the 4th quarter 1850, as Purser and "*acting Navy Agent*," amounting to about $116,000.

Duties of pursers and duties of navy agents. Purser in the navy and Navy Agent were distinct bonded offices authorised by law. *Act of March* 3, 1849. Pursers were required to give bond in the sum of $25,000, by the Act of March 1, 1817. 3 *U. S. Statutes at Large*, 350. Navy Agents were also required to give bond at the discretion of the President. Act of May 15, 1820; 3 *U. S. Stat. at Large*, 582. By general order of the Navy Department, May 27, 1847, naval rank was given to Pursers but none to Navy Agents, who are treated merely as purchasing, receiving, distributing and disbursing agents. By the Act of March 30, 1812, 11 *U. S. Stat.* 699, Pursers were required to give bond before entering upon their duties. The amount of bond was fixed at $25,000 by act of 1st March, 1817, 3 *U. S. Stat.* 350. Power to increase the amonnt of Purser's bond was given to the President by the act of May 15, 1820, 3 *U. S. Stat.*, 582; and by the act of August 26, 1842, 5 *U. S. Stat. at Large*, 535, the Secretary of the Navy was authorised to demand new bonds from Pursers.

That distinct, specific duties and responsibilities belonged

to the offices of Purser and Navy Agent and that these were not convertible, indiscriminate, or equivalents of each other, is manifest by the creation of the two different offices, by the discrimination of rank between them, by the difference of pay and emolument, and by the tenure of office, one being for four years, and the other an officer for life. Aside from general principles, it is manifest that the law did not contemplate the Purser's bond as covering default in a Navy Agent's duty, because by distinct and later enactment, above mentioned, a specific security was required for the Navy Agent's acts. In many branches of the naval and military service, specific duties of subordinate officers are not declared by statute, but are fixed by general orders and regulations promulgated, under authority of Congress, by the President or Head of a Department, and having the force of law while the regulation is unrepealed. Such regulations govern the officer's action, prescribe his official duties, mark the limits of his responsibility, and measure the extent of obligation incurred by his sureties.

The official duties of Purser were never defined by Act of Congress, but the office was adopted into our service from the English navy. He was a commissioned officer in the navy, "who has charge of the provisions, clothing, &c., and of the public moneys on shipboard." A similar class of duties belong to the office of Purser under the regulations of our service. By authority of an act of Congress passed the 7th of February, 1815, rules, regulations and instructions for the naval service of the United States were prepared by the Board of Navy Commissioners, were approved by the President, were promulgated and published by the Secretary of the Navy, in the year 1818, and from that time until the 18th of August, 1865 (when revised regulations were published,) prescribed the duties of "all officers, agents, and others belonging to the Navy of the United States." These regulations are divided into two classes of subjects:

1st. Regulations for the government of the United States Navy Yard.

2d. Regulations and instructions relative to the naval service.

By these regulations the purser is defined to be "the officer appointed to receive and distribute the victualling stores and slops of the ship." The manner of performing these duties is minutely prescribed.

It thus appears that the general duties of pursers are limited to the victualling and slop supplies of his ship. But the regulations of 1818 also contemplated another specific class of duties on shore, viz.: when the Purser was assigned to duty as Purser of a navy yard.

These duties are thus specifically defined in the regulations of 1818.

"The Purser of the yard shall have charge of the victualling and paying of the officers and men belonging to the yard, and of the paying of all mechanics and labors employed in the yard and on board of vessels in repair, and shall make to the office of the Fourth Auditor a monthly return of moneys expended. 2d. He shall have the charge of issuing provisions and slops agreeably to the established rules of the service." *Navy regulations* 1818, *page* 8.

The regulations above mentioned not only define precisely the duties of Pursers on ship and on shore; but the duties of Navy Agent are ascertained by the regulations with equal precision and certainty.

"1st. The Navy Agent being the person appointed to purchase *supplies for the service of the Navy*, *pay bills* and *sell* off surplus or useless stores is required to observe and abide by the following regulations, stipulations and instructions as well as such instructions of other officers detailed in this volume as have a bearing upon the duties assigned to him," &c., *Navy regulations* 1818, *page* 9. Thirteen specific rules prescribe the manner in which the forgoing duties are to be performed by Navy Agents.

How Walker's surety was affected by the Treasury accounting officer not applying these rules is exhibited in this record. The plaintiff put in proof sixteen Treasury warrants, the proceeds of which, amounting to more than one hundred thousand dollars, are charged against the Purser's surety; but of that sum the chief part was, by the rules and regulations

of 1818, to be disbursed by the Navy Agent, and its disbursement was not a Purser's general duty nor the specific duty of a Navy Yard Purser. *Navy regulations* 1818. *Treasury warrants in Record.*

John E. Holland, a clerk of the Fourth Auditor, states in his testimony, *Record pages* 87 *and* 88, that the rules in the regulations of the Navy, published in 1818 "are not now applied by the Department." It does not clearly appear what Department he refers to, but this seems to be immaterial, for in the present case they were not in fact applied by the Navy Department nor by the Fourth Auditor. By the President's command, embodied in their promulgation, it was their legal duty "to apply them" and the neglect to do so was wrong. The effort was too successful on the trial to have them disregarded also by the District Court. It was the President's "command" when the Secretary of the Navy promulgated them that these rules, established by Navy Commissioners with the President's approval under authority of Congress, "should be respected and obeyed until altered or revoked by the same authority." *Secretary Crowninshield's order of promulgation, published with the regulations of* 1818.

They remained unrevoked as the rules of government for the Navy until the 18th of April, 1865, when new rules were issued. Being the rules in force at the date of the bond, and alleged defalcation, do they not define the duties of Purser and Navy Agent, and measure the responsibilities assumed by the official securities?

The condition of the bond sued was "that Dudley Walker should faithfully discharge all his duties as *Purser in the navy of the United States.*" By the very terms of the bond and by the pleadings, the burden of proof to establish a breach of duty by Walker, specifically, as *Purser of the navy*, rested upon the plaintiff. The Purser's receipt and failure to account for public money that had come to his hands for disbursements in another capacity than *as Purser* of the navy might be good ground for recovery against Walker; but default in disbursement, however immoral in a man, or criminal in an officer, would not support an action against sureties on the Purser's bond.

The official statement of account put in proof by the Government, tended to show that at least a portion of the money that had come to Walker's hands during the 2d, 3d and 4th quarters of 1850, and constituting the alleged defalcation, was disbursed by him *as acting Navy Agent*, and not in the line of his duty as Purser of the navy—he was moreover charged on the face of the account with having received the money, and to be owing it as *acting Navy Agent*, and was credited as such for disbursements as acting Navy Agent, exceeding a quarter of a million of dollars. The District Court was asked and refused to instruct the jury in the defendant's second prayer for instruction, to wit:

SECOND PRAYER FOR INSTRUCTION.

"*Second.* That the second bond in the plaintiff's declaration mentioned relates exclusively to and was only intended to cover the duties of Dudley Walker as a Purser in the Navy of the United States, and that the defendant is not responsible to the United States under said bond for any defalcation of the said Walker whilst acting as a Navy Agent." *Record pages* 97, 98.

This refusal of instruction was a manifest and grievous error against the surety, for which, independent of other errors, the judgment should be reversed.

The bond creating the defendant's obligation, the avermeuts of the declaration, the pleas, and the very issue joined related exclusively to the duties of Walker as Purser in the Navy. No defalcations as Navy Agent could be covered by the bond, nor any verdict rendered for such defalcation. The Fourth Auditor's statements afforded some evidence, if not conclusive proof, that claims were blended in the accounts stated, which, if not excluded by the jury, might impose an improper responsibility upon the defendant. The nature of the case and the state of proof was precisely that in which justice to a surety required specific instructions on the point presented, in order that the jury should not make a mistake and, by mixing proper with improper charges against the Purser account, award more than the proper responsibility of a Purser's surety.

But the Court refused to give the instruction to the jury "*as being calculated to mislead them.*" How mislead? The Judge might use such words, take such time, make such explanation, as the capacity of the jury could require for correct understanding of a plain rule of law to which their verdict should have conformed.

It was said by the District Judge that "Walker made his requisitions in the character of a purser and that the Navy Department made remittances to him in this capacity in the form of warants." *Record, page 96.* In this statement the Court was mistaken and misled the jury.

No requisition upon the Department by Walker as Purser or remittance to him by the *Navy Department* appear on the record. The requisitions by the Purser and the Secretary of the Navy and the remittances and disbursing instructions given to Walker appear to have been withheld from proof, although they must have been in the Navy Department. The Treasury warrants and drafts with the endorsements and receipts only were presented. The inference is that the requisitions would have strengthened the proof that the alleged defalcation was not in the duties of Purser but in the duties of Navy Agent, and the fact is conclusively shown by the appropriations named in the margin of the Treasury warrants, for the disbursements there noted chiefly belong to the Navy Agent's and not to the Purser's duty. The warrant was made payable to the Purser and the monies charged to the Purser in the Fourth Auditor's Office; but this appears to have been a deliberate purpose not to apply the navy regulations of 1818, and what the witness Holland calls a "careful effort" to charge a Navy Agent's responsibility upon a Purser's security.

The fact that the duty of disbursing the chief part of the funds charged against Walker belonged to the office of Navy Agent and not to the office of Purser, has thus far been considered on the official paper proofs; but that Walker did act as Navy Agent and made disbursements belonging to the Navy Agent's duty, is also apparent by the testimony of Holland, the Fourth Auditor's clerk. This witness was examined by the Government, it would seem, not only to prove facts but

to establish law by, for the purpose of escaping the navy regulations authorized by Congress and the President. Some portions of his testimony are worthy of attention. He says that in 1840, Purser Walker, in the absence of a Navy Agent at Pensacola, paid contractors, "*and he did so in* 1850 (*the period of alleged defalcation*) *as appears in his account current for that year.*" *Record* 87. "If there had been a navy agent at Pensacola in 1850, he (Purser Walker) would not have made payments to contractors; it would have been the *business of the Navy Agent.*" *Record*, 87. Again; it is further added on this point, "had there been a Navy Agent at Pensacola in 1850, the money for the payment of contractors would have been sent to him." *Record, page* 87. These statements conform to the distinct duties of Navy Agent and Purser of the Navy as defined by the regulations of 1818. The fact is thus established by the Government witness, that disbursements belonging to the duties of Navy Agent, are charged against Walker as Purser, in the accounts exhibited against the Purser's surety, for which recovery was had against the Purser's surety under the instruction of the District Court.

Referring however to the heads of disbursements specified in the official statements, Holland says, "In all the official statements, the head of disbursements (viz. those specified in the statements given in evidence,) are those under which a purser disburses at sea or on shore. It is the duty of pursers to make disbursements under any of those heads when required, if he has funds." *Record, p.* 85. It needs only a glance at the navy regulations and his own testimony respecting the specific duties of Pursers and Navy Agents, to see how far the witness had wandered in the journey to accomplish a recovery on this bond. Without pausing to make further comparison of the distinct *duties* of each officer *prescribed by law*, and those *ascribed by the witness*, it is sufficient to observe that their misstatement, which no doubt contributed to the errors of the District Judge, is in direct conflict with the navy regulations; and Holland is compelled, 1st "not to apply," in other words, disregard them; and 2d, to roll to-

gether the offices of Pursers and Navy Agents, and blend their duties into equivalents of each other, in order to make out his statement of the law. That the course pursued, to charge this surety, had neither precedent nor sanction by the Navy Department, is disclosed by Holland's statement that the "Department declined to recognise Walker as Navy Agent, and for this reason remitted to him as Purser, as the warrants will show, and *were careful to do so.*" The warrants do show the fact of being drawn in favor of Walker, but they were drawn, and remittances made, by the Treasury officers, for the express purpose of charging responsibility upon the Purser's surety; and hence the navy regulations of 1818, were "not now applied by the Department." The appointment of a bonded Navy Agent and, until that was done, stopping expenditures on the Pensacola navy yard, would have been a simple application of the law, and a direct mode of guarding public money conformable to legal principles.

But Holland says further, that, "the Department requires Pursers to perform the duties performed by Walker. A Purser is compelled to disburse money transmitted to him for that purpose." *Record, p.* 87. Now, it will be borne in mind that neither the witness nor judge, nor counsel cited any act of Congress or General Order, in support of this statement, or authorizing this view of the law. The witness was not a competent expert to prove law in conflict with authorized and promulgated regulation. He was an accounting clerk of the Fourth Auditor, and yet confesses that in twenty-two years experience in that place, he knew of but three instances, one of which was Walker's, and the earliest in 1842, "in which Pursers were required to perform the duty of Navy Agent." *Record* 87. Who "required" the person to perform such duty? Who would "compel" him does not appear, but it is plain that such requirement or compulsion was sanctioned by no law, rule, regulation, or even long usage. But suppose any number of instances to have occurred, and that the Purser, either voluntarily or to escape punishment, complied with an order or requirement of superior authority to make such disbursement, his surety could

not be affected by such compulsion or requirement. The surety's responsibility is to be measured by authorized rules and regulations having the force and sanction of law, and does not rest upon the attribute of apprehended force, to which the Purser might yield, and by his acquiescence charge himself with additional duties not pertaining to his office as Purser. The district judge was apprehensive, and so instructed the jury that, "it would be wholly subversive of military subordination if the several departments of the Government were denied the right to prescribe regulations for the guidance of those immediately under their control." *Judge's charge, Record, p. 7.* But the surety's responsibility rests on a civil contract, not upon "military subordination." Let it be true that military or naval necessity sometimes requires Pursers to act as Navy Agents, it can never stretch the surety's responsibility beyond the terms of his bond. It is plain from the whole charge that the judge thought he was deciding a question of military necessity or subordination in relation to the Purser, when the case before him was one of strict civil obligation, to be measured by regulations long established by constituted authority, and published and declared by the Navy Department for the guidance of those under its control—regulations which the President commanded to be obeyed and respected until revoked by Congressional authority.

The District Judge seems not only to have taken Holland's testimony as to the duties of Purser and Navy Agent to be conclusive of the law, in contradiction of the navy regulations, but also assumed to control the effect of evidence. In respect to the accounts against Walker, appearing on their face to be against him as Purser and *acting Navy Agent*, he says: "I think it wholly unimportant; the words used are merely words of description, as if he had been designated purser and disbursing agent, as he undoubtedly was." *Record*, 96. But the very question at issue before the jury was one of description and designation. Were the disbursements to be made by him as Purser? or as Navy Agent? If as Navy Agent, then the Purser's surety was not responsible. If made some in one

and some in the other capacity—then the inquiry was, how much was he accountable for as Purser? For that sum and no more the Purser's bondsmen could be held. The burden of proof, as was seen in *Bell's case*, *Gilpin*, *page* 43, was on the Government. The means of showing the exact amount were in the plaintiff's hands, and failure to discriminate was necessarily a failure to support the action.

It is contended on the part of the government that Walker was not nominated by the President, confirmed by the Senate, and commissioned as Navy Agent; and hence, that his appointment not being in conformity with the act of Congress, he was not a Navy Agent. But it matters not in this controversy how or by whom he was appointed, or whether he was appointed by any competent authority to act as a Navy Agent. The effort of the Government is to charge the surety on the Purser's bond; and if the disbursements were not in the line of the Purser's duty, and belonged to the duties of another and distinct officer, the defense was complete, even if Walker acted irregularly or unlawfully as Navy Agent

THIRD AND FOURTH PRAYER FOR INSTRUCTION.

The third and fourth prayer for instruction were as follows:

"*Third.* That, as against the defendant, the jury, in order to ascertain whether the alleged indebtedness of the said Dudley Walker to the United States, accrued while he was acting as a Purser only, or whilst he was acting as Navy Agent, are not only to look at the state of the accounts at the period when the default of the said Walker was ascertained and declared by the United States, but the jury must look to all the accounts during the period covered by the second bond in the plaintiff's declaration mentioned; and if the jury find that the said Walker's accounts, as acting Navy Agent, have been carried into his accounts as Purser, they must endeavor to ascertain what portion of the balance claimed by the United States, and for which the said Walker was in default before the institution of this suit, is referable exclusively to the said Walker's receipts and disbursement as a Purser, without any regard to his receipts and disbursements as acting Navy

Agent, and for such portion only of said balance, the said plaintiffs are entitled to a verdict.

Fourth. The burden of proof lies upon the plaintiffs to show, to the satisfaction of the jury, that the said Dudley Walker, as a Purser, had in his hands at the date of the said bond, or afterwards received, money belonging to the plaintiffs, which as a Purser, he failed to disburse or account for; and therefore, if, after a careful examination of the accounts submitted for their consideration, the jury shall find the said Walker's accounts, as a Purser, so mingled and confounded with his accounts as acting Navy Agent, as to render it impossible for them to determine how much, if any portion, of the alleged indebtedness of the said Walker accrued to the plaintiffs whilst he was acting in the capacity of Purser only, then they must find for the defendant."

The error of the court in refusing these prayers is manifest by the distinct duties pertaining to the office of Purser and Navy Agent, and the defendant below was answerable only for the duties of Purser. The Judge, in his charge, admitted that "there is abundant proof to establish the fact that some of the disbursements made by him (Walker) while at the Pensacola Navy Yard were disbursements *usually made by a Navy agent*, if there were one." *Record, p.* 96. It would seem then to follow by necessary consequence that the third and fourth instructions should have been given as requested, in order that the Purser's surety should not be held for default in the Navy Agent's duty.

It was so held in the case of the *United States* vs. *the Executors of Bell. Gilpin's Reports*, 43. This was a suit on a consular bond, and the question arose whether the moneys received by the consul from the United States Treasury came into his hands by virtue of his office as a consul of the United States; and the Court say:

"But if they were remitted to him, for other objects and purposes, not comprehended within his consular duties, as prescribed by the act of Congress under which the bond was taken; then, although he is a debtor to the United States for the amount due, they are not such moneys as the sureties in this bond can be called upon to account for. This is a ques-

tion of fact for the decision of the jury. The account itself is the only evidence produced to show the nature and objects of the advances, and they do not specifically appear there. The jury must, however, decide this matter by the light that is given them. A question has been made by the District Attorney, on which party the burden of proof is thrown. I think it is on the United States. They assert and claim the forfeiture of the bond. They aver that Rogers received large sums of money; that he did not faithfully discharge the duties of his office; that he has not truly accounted for the moneys which came into his possession by virtue of the act of Congress; and it is with them to show what money did go into his possession by virtue of the act; what amount, which thus came into his possession, has not been truly accounted for; and in what he has not faithfully discharged the duties of his office. In short, they must make out their case against the defendant." The report of the case adds that, "the jury found a verdict for the defendant."

It also will be noted, that in the case cited, the duties wherein default was alleged were closely connected with consular duties, and yet the surety was not held responsible.

In the case of the *United States* vs. *Kirkpatrick*, decided by this court more than forty years ago, 9 *Wheaton* 720, it was held that the liabilities of sureties in official bonds were confined to the duties and obligations in force at the date of the bond, and unless the bond itself stipulated for a change, the same doctrine in respect to the liability of official sureties has prevailed in the Supreme Court of the United States.

In relation to the case of *Minor* vs. *Bank*, 2 *Peters*, 72, cited by the defendant in error, the by-laws provided for the change in the cashier's duties from time to time, and a change was made under the by-law; whereas, in the case before the court, the regulations of 1818 were not changed, and obedience was required by the command of the President until the regulations should be revoked by the same authority that established them.

In the case of *Browne* vs. *the United States*, 1 *Curtis*, 15, cited by the defendant in error, it was held that an order of the Secretary of the Navy, to a Navy Agent, directing him

In the Supreme Court of the United States.

DECEMBER TERM, 1867.

JASPER STRONG, plaintiff in error,
vs.
UNITED STATES. } No. 3.

In error to the district court of United States for the northern district of Florida.

STATEMENT OF THE CASE.

This was an action of debt against a surety in the official bonds of Dudley Walker, as a purser in the Navy of the United States, in which a judgment was obtained by the United States, in the court below, for twenty-five thousand dollars.—(Rec. p. 8.)

The declaration counted upon two bonds each, in the sum of twenty-five thousand dollars, and dated respectively August 9, 1845, and November 27, 1849, given by Dudley Walker, George W. Barkley, and Jasper Strong, (plaintiff in error,) conditioned for the faithful discharge by the said Dudley Walker, of all his duties as purser in the Navy of the United States, and averred that in breach of the obligation of said bonds, Walker failed to disburse certain large sums of money, belonging to the United States, which came to his possession as purser, to be applied and disbursed for the use and benefit of the plaintiffs, or to pay the same or any part thereof, to the United States, as in the execution of his officer of purser he ought to have done.—(Rec. pp. 2, 3, 4.)

The defendant in his plea traversed the whole of the declaration in the terms of it.—(Rec. p. 4.)

Upon the issue thus made the case went to trial before the judge of the district court and a jury.

The United States gave in evidence the bonds described in the declaration, and certified transcripts of Walker's accounts, as purser, and the papers and documents connected with their settlement at the Treasury. These transcripts showed that, at the time of the execution of the second bond described in the declaration, to wit, the 27th of November, 1849, there was a balance of $157 57 due to the United States from Walker, and that upon a final settlement of his accounts, on the 6th of September, 1853, he was indebted to the United States in the sum of $20,666 94. (Rec. p. 53.) The United States, after giving in evidence a letter of the 4th auditor of the treasury, dated September 23, 1853, calling upon Walker to pay this balance into the treasury, (Rec. p. 85,) submitted further to the jury the testimony of John E. Holland, a clerk in the office of the 4th auditor, in explanation of Walker's accounts for the 2d, 3d, and 4th quarters of the year, 1850.—(Rec. p. 85.)

It would appear, from the testimony of this witness, that purser Walker was stationed at the Pensacola Navy Yard about the 15th of April, 1850; that for a period of nine months thereafter, there was no "navy agent" at Pensacola; and that during that time, Walker in his character and capacity of purser, made, under the authority of the Navy Department, certain disbursements, which would have been made by a "*navy agent*," if there had been one at that station. These disbursements are included in his accounts as transmitted to, and settled by, the accounting officers, under the same heads as his disbursements in the usual course of his duty as *purser*. All

the moneys disbursed by Walker, during the time mentioned, were transmitted to him in his character of purser. In no instance was a warrant made out to him as "navy agent," or in any other capacity than as purser at the navy yard at Pensacola. Walker was never appointed a "navy agent;" the only appointment he held, during the time in question, was that of purser.

These points are explicitly established by the testimony of Holland. He said: (Rec. pp. 85, 86, 87,) "All the heads of disbursement in official statements for the 1st, 2d, 3d, and 4th quarters of 1850 are the appropriate heads, under which disbursements are made at navy yard," (by pursers.)

"In *all* the official statements the heads of disbursements are those under which a purser disburses at sea or on shore. It is the duty of pursers to make disbursements under any of those heads when required, if he has funds. Navy agents disburse under the heads of disbursement in the official statement of the 4th quarter of 1850; those heads of disbursement are appropriate to both navy agent and purser. Mr. Walker was never appointed navy agent by the Navy Department, in 1850 or 1851. *The Department declined to recognise Walker as navy agent, and for this reason, remitted the money to him as purser, as the warrants will show, and were careful to do.*

"Navy agents and pursers at a station frequently disburse under the same heads. Pursers at naval stations make disbursements under the heads in the official statements for the 1st, 2d, 3d, and 4th quarters of 1850.

"Purser Walker paid contractors in 1840, and he

did so in 1850, as appears in his account current for that year; in the absence of a navy agent he might have been called upon in 1850 to make the same payments that he did in 1840. If there had been a navy agent at Pensacola in 1850, he (Walker) would not have made payments to contractors; it would have been the business of the navy agent; *the moneys were transmitted to Walker to pay all the necessary expenses of the station in his capacity as purser.*"

With the examination of this witness the United States closed their case; when the defendant called J. W. Shippey, a clerk of the commandant at the Pensacola navy yard, who testified that he was familiar with Walker's transactions at the navy yard during the 2d, 3d, and 4th quarters of 1850; that the names mentioned, under the several heads of disbursement in his accounts for those quarters, were not the names of persons connected with the naval service, and that there were in the accounts several items for contract work. (Rec., p. 88.)

The defendant then called Jackson Morton, senator from Florida, and proved that a letter was addressed to him (Morton) by Mr. Dayton, the 4th auditor, on March 7, 1853, relative to the state of Walker's accounts. Morton stated that this letter was written to him as friend or agent of Walker, or as public representative. (Rec., p. 89.)

The United States objected to the introduction of this letter in evidence, on the ground that the same was unofficial, and, therefore, that its contents were not evidence against the plaintiffs. The court sustained the objection, and defendant excepted. (Rec., p. 89.)

1st exception.

The question of the admissibility of this letter is, therefore, the first question raised in this record.

The defendant then offered to read in evidence a letter from the files of the office of the commandant of the Pensacola navy yard, addressed to said commandant by the chief of the bureau of yards and docks, dated May 21, 1850.

The United States objected to the reading of this letter, on the ground that the same was irrelevant.

2nd exception.

The court sustained the objection, and the defendant excepted. (Rec. p, 90.)

The defendant then offered in evidence the private books of Dudley Walker, kept during the 2d, 3rd, and 4th quarters of 1850, for the purpose of showing that he received and disbursed money as navy agent during that period, and to contradict his accounts curent, in which he charges and credits himself as purser.

3rd exception.

The court rejected the offer, and the defendant excepted to the ruling. (Rec., p. 90.)

Certain other evidence having been given by the defendant, to wit, the Naval Regulations of 1818; the commission and bond of Dudley Walker as purser, and a reconciling statement of the accounts, dated February 18, 1851; the court charged the jury.

4th exception.

The defendant excepted to that part of the charge in which the court instructed the jury to the effect that the Navy Department in requiring Purser Walker to perform the duties which would have been performed by a navy agent, had there been one at Pensacola, did not constitute him a navy agent, and require of him the performance of duties, against defaults in which his sureties had not undertaken to protect the government. (Rec., p. 97.)

5th exception.

The fifth class of exceptions consists of exceptions to the refusal of the court to charge the jury, as requested by the defendant, on certain points presented by him, in substance as follows:

1st. That the second bond in the declaration mentioned, was only intended to cover the duties of Dudley Walker as purser, and that defendant was not responsible, under said bond for any defalcation of said Walker whilst acting as navy agent.

2nd. That the jury must ascertain what portion of the balance claimed by the United States was referable exclusively to Walker's receipts and disbursemets as purser, without any regard to his receipts and disbursements as acting navy agent, and for such balance only the United States were entitled to a verdict.

3rd. That if the jury, after a careful examination of the accounts, found Walker's accounts as purser, so confounded with his accounts as acting navy agent as to render it impossible for them to determine what por-

tion of the alleged indebtedness accrued while he was acting in the capacity of purser only, then they must find for the defendant.

These instructions the court refused to give the jury, as being calculated to mislead them. (Rec., p. 98.)

The jury rendered a verdict for the whole amount claimed by the United States; upon which the court below entered judgment. (Rec., p. 8.)

ARGUMENT.

I. The principal exceptions are those taken to the charge of the court, and to its refusal to instruct the jury as requested by the defendant in his second, third and fourth prayers for instruction.

The exceptions to the rulings of the court, on the offers of evidence made by the defendant, in the course of the trial, are scarcely, it is submitted, worthy of consideration.

The action was brought to recover from a surety in the official bond of Dudley Walker, a purser in the United States navy, certain balances of public moneys received by Walker, as purser, for disbursements for the use of the navy, and which he had failed to disburse, or to pay over to the United States on the demand of the proper authority.

The bond in question was the second one given by Walker, in his capacity of purser, and is dated November 27, 1849. It appears that during the second, third, and fourth quarters of the next year, 1850, there being no "navy agent" stationed at Pensacola, and Walker being stationed at the navy-yard there as purser, he was required by the Navy Department to make certain disbursements for the use of the navy,

which would have been made by a navy agent, if there had been one at that station. All the public monies he received during the 2d, 3d, and 4th quarters of 1850, were furnished to him as purser. In his several accounts current, transmitted to the Department during that period, Walker charges himself, as "*purser U. S. navy-yard, Pensacola,*" with all monies received from the government upon his various requisitions, and claims credit, in the same character and capacity, for all the disbursements made by him, as well those that fell within the strict line of his ordinary duty as purser, as also those that fell without that line.

In these accounts current, he admits that certain unexpended balances are due the United States; and the general question is, whether, under the circumstances stated, his sureties are liable upon their bond to pay those balances to the United States, as public moneys received by the officer in his official character and capacity as purser, and which he failed to disburse for the use of the United States, or to pay over to the government upon proper demand, as in the faithful performance of the duties of his office he ought to have done?

II. The first and most obvious remark, suggested by this bill of exceptions, is that the United States are not seeking to charge the surety here for a default of Walker in the performance of any duty in his supposed character of "navy agent," but is simply demanding that the surety make good to them certain public moneys transmitted to, and received by Dudley Walker, in virtue and under color of his office of purser; moneys which he neither disbursed in any

manner for the use of the United States, nor returned to them upon their demand. Not a dollar of the balance, admitted by Walker in his account to be due the goverment, was paid to him under color of any other office than the one in respect to which this bond was given. It is true that during the three last quarters of 1850, he did disburse certain moneys for purposes that would have been within the scope of a navy agent's duties, if there had been such an officer at Pensacola; but all such moneys, as well as those disbursed by him within the scope of his ordinary duty as purser, were forwarded to, and received by him in his official character as purser. He admitted their receipt in that capacity. He failed to disburse a portion of them for any purpose. He held such moneys, therefore, as trustee, in the character and capacity in which he received them. His sureties, in that character, are clearly responsible, therefore, for his default in neglecting to pay them over to the government on its requisition. This view presents a simple solution of the question of the liability of the surety in the bond, on which the suit was brought, to answer for the entire balance claimed by the United States as, due from Walker, under the obligations of the office in respect to which that bond was given.

III. But the theory of the defence may be subjected to a closer examination. That theory is suggested by the exception taken to the charge of the court.—(Rec. p. 87.) It was, that the Navy Department, in requiring Purser Walker to perform duties which would have been performed by a navy agent, had there been such an officer at Pensacola, constituted him a "*navy agent*," and required of him the performance

of duties against defaults in which his sureties had not undertaken to protect the government. The court, in charging the jury, seem to have negatived that proposition, and it was clearly right in doing so.

We contend that the instructions of the Department, under which Walker made the disbursements mentioned, neither constituted him in fact or in law, a "navy agent," nor required of him the performance of any duty beyond the scope of his authority and duty as purser.

1. *They did not constitute him a "navy agent."* The act of March 3, 1809, section 3, established the office of navy agent, without describing it by that, or any other, name. It provided, "that exclusively of the purveyor of public supplies, paymasters of the army, *pursers of the navy*, military agents, and other officers already authorized by law, no *other permanent agents* shall be appointed, either for the purpose of *making contracts, or for the purchase of supplies or for the disbursement in any other manner of moneys for the use* of the military establishment or of the *navy of the United States*, but such as shall be appointed by the President of the United States, with the advice and consent of the Senate."—(2 Stats., 536; Brightly, 225.) This is the only existing statutory authority in regard to the office of "navy agent," so called. They are, therefore, permanent agents, other than pursers of the navy, appointed by the President, with the advice of the Senate, to make contracts, to purchase supplies, and to disburse in any other manner, moneys for the use of the navy of the United States.

Judge Hopkinson, in his opinion, in the case of Armstrong *v.* United States, (Gilpin, 399,) gives the history of this enactment of 1809, thus:

"Previous to the passage of the law of 1809, there were no such officers as navy agents, either at home or abroad, properly so called, under the Constitution of the United States. The Constitution gives the power to the President to nominate, and by and with the advice and consent of the Senate, to appoint ambassadors, other public ministers, and consuls, Judges of the Supreme Court, and all other officers of the United States whose appointment are not otherwise provided for, and which shall be established by law. In conformity with this provision of the Constitution, Congress have established by law the office of navy agent, and the President with the advice and consent of the Senate, appoints the officer. Prior to the law, the purchase of supplies and the disbursement of moneys, for the use of the navy, were made directly or indirectly by the Secretary or his agents; the state of the navy did not require a distinct office and officers for these purposes. These duties or services were performed by persons named for the occasion by the Secretary, and, as I have said, were his agents, his arms, and not officers of the government. They were neither appointed nor removed by the President, any more than a clerk in the department. Their agency began and ended with the pleasure of the Secretary, or with the particular service for which they were employed. As our naval establishment was extended, and these services became numerous and important, as the operations of these agents became of great magnitude, involving the expenditure of vast sums of money, it was wisely thought that they should be no longer entrusted to the agents of the department, irresponsible, in some degree, directly to the government, and without any

security beyond their own responsibility for the faithful performance of their trusts. The law of 1809 was intended to put these concerns under a better regulation."

The officers described in the act of 1809, are "navy agents," and none others. And who are described? Permanent agents, *other than pursers of the navy*, appointed by the President, to make contracts, to purchase supplies, and to disburse in other manners, moneys for the use of the naval establishment. Was Walker, during the 2nd, 3rd and 4th quarters of 1850, such an officer? Clearly not. He was a purser in the navy. He was not appointed by the President, with the advice of the Senate, to perform otherwise than as purser, the duties, or functions described in the 3rd section of the act of 1809, above cited. The only authority under which he made the disbursements in question, those that he is supposed by the defendant to have made in the character of navy agent, was the instruction of the Secretary of the Navy. But the act of 1809, expressly deprived the Secretary of all power to appoint these permanent agents, other than pursers, called "navy agents." His instructions, therefore, could not constitute any one such an agent; an appointment by the President was necessary for that purpose. And such an appointment, Walker never received. The Department even did not undertake to appoint him a navy agent. It transmitted to him money for the payment of all the necessary expenses of the station. Some of those expenses were such as a navy agent would have paid, if there had been one there. But it is plain, that the action of the Department in this respect, no more had the effect of constituting him a "navy agent," under

the act of 1809, than a direction to him to take command of a naval vessel for a cruise at sea, would have constituted him a captain in the navy.

The Court below was manifestly right in instructing the jury, that the Navy Department did not constitute him a navy agent, when it required him to make the disbursements in question.

2. *All the disbursements which Walker was required to make during the period in question, were made in virtue and under color of his office of purser in the navy, and within the obligations of the bond given by him in that capacity.*

All the moneys received by Walker, during that period, were for disbursement for the use of the navy, and all the disbursements he made from those moneys were for that use. There is no statute which requires a purser to disburse money for any particular purposes connected with the naval establishment, or separates his duties from those performable by a navy agent, (when duly appointed,) in connexion with the naval service and disbursements for its benefit. Indeed, there is no existing law which defines the duties of either office. The act of March 30, 1812, (2 Stat. 699,) provides, that "the pursers in the navy of the United States shall be appointed by the President, by and with the advice and consent of the Senate." What disbursements they shall make from the public moneys committed to their charge, where, when, to whom, and under what regulations those moneys are to be disbursed, are matters, which have been left to the determination of the Department having the administration of the naval establishment and service under its charge.

The act of 1809, which makes provision for the ap-

pointment of other permanent agents, besides pursers, to disburse money for the use of the navy, clearly implies, that it is the function of pursers to disburse moneys for *any* purpose connected with the navy and the naval service.

It provides, that exclusively of paymasters of the army, *pursers* of the navy, and other officers already authorized by law, no *other* permanent agents shall be appointed for the purpose of making contracts, or for the purchase of supplies, or for the disbursement in any other manner of moneys for the use of the military establishment, or of the navy of the United States, but such as shall be appointed by the President, &c., thus distinctly implying, that *pursers* are a class of permanent agents, whose duties are to make contracts, purchase supplies and disburse in other manners, moneys for the use of the navy. The act does not define in any other terms than these the duties of the *other* class of permanent agents whom it provides, are to be appointed by the President. That other class of agents, we have already seen, are what are known as "navy agents." We perceive, therefore, that the statute makes no discrimination between pursers and navy agents, in respect to the kinds of disbursements which these officers respectively are to make; and implies, that, by its intendment, each and both are competent to make all contracts, to purchase all supplies, and to disburse all moneys for the use of the navy, the entire subject of the distribution of their duties, and the regulation of their particular functions being committed to the Navy Department.

For the convenience of the service, and the orderly disbursement of the public moneys, pursers are required to make certain classes of disbursements, and

navy agents other classes. But there is nothing in any statute which prevented the Department, at any time, from requiring a purser to make disbursements within the scope of the ordinary authority of the navy agents, whether a commissioned officer of that description was or was not stationed at the place where the disbursements were to be made; and when it did so, it became as much the duty of the purser to disburse the moneys, according to the requirement of the Department, as it was his duty to disburse moneys for purposes within the ordinary jurisdiction of pursers; and his sureties were liable for his conduct to the full extent of the requirement of the Department.

It may be stated that, in accordance with his view, the President has not made, for several years, any appointments to this office of navy agent, and that the disbursements which were formerly made by that class of officers, are now made uniformly, under Departmental regulation, by the paymasters of the navy, the present designation of what were formerly known as pursers. The Executive has acted upon the belief that the Department was competent to require those paymasters to disburse moneys for any purposes connected with the naval service, and that there was nothing competent to be done by a navy agent, that might not legally be done, under regulations of the Secretary of the Navy, by a paymaster of the navy.

We say, therefore, that when the Navy Department, in 1850, required Walker to disburse certain moneys that would have been disbursed, in the ordinary course, by the resident navy agent, it neither constituted him a navy agent, as distinguished from a purser, nor required of him the performance of any

duty against defaults in which his sureties had not undertaken to protect the government, but that, on the contrary, he still continued to be a purser of the navy, and that his disbursement of the moneys referred to became part of his duty as purser, and was within the obligation of the bond given to the government in that character.

MINOR *vs.* BANK.—1 *Peters*, 72

In that case, a by-law provided that the cashier of a bank should do and perform all duties that might, from time to time, be required of him by the president or the board of directors, relative to the affairs of the institution. When Minor was appointed cashier, the duties of teller were also assigned to him.

Though the office of teller and the distinct acts which belonged to it were still kept up, this Court held that the duties of teller thenceforth became part of the duties of cashier; and the sureties who had undertaken for the faithful performance of the duties of cashier were responsible also for the performance of those duties which had previously belonged to the office of teller; that the bond as cashier must be construed to cover all defaults in duty annexed to the office, from time to time, by those authorized to make that annexation.

UNITED STATES *v.* CUTTER; 2 CURTIS, 617.

In that case Mr. Justice Curtis held that the sureties of a navy agent were liable for monies committed to that officer for disbursement, as pensions to officers and seamen, on the ground that such disbursements were for the use of the navy, and that it was within

the terms of a navy agent's commission that he should make, when required by the Executive, all such disbursements. The authority and duty of a navy agent is, as we have seen, no more comprehensive than those of a purser, under the terms of the 3d section of the act of 1809, already considered.

See, also, the opinion of Mr. Justice Curtis in the case of

BROWN *v.* UNITED STATES; 1 CURTIS, 13.

IV. The foregoing considerations and authorities dispose, we think effectually, of the exception taken to the charge of the Court. The only other exceptions that merit consideration are those taken to the refusal of the Court to charge the jury as requested in the points presented by the defendant. And those points must fall, if the argument just presented prevail. They all were predicated upon the assumption that Walker, in making the disbursements usually made by a navy agent, was acting in a new and distinct office, and under a separate and independent obligation and responsibility, from his office of purser, and the responsibility legally attaching thereto. We have shown that there is no statute that prescribes the duties of a purser; that the act of 1809 describes certain duties as belonging to pursers, as well as other permanent agents appointed to disburse for the use of the navy; that the range of those duties comprehends all disbursements for the use of the navy; and that as the particular disbursements in question were made for the use of the navy, they were, therefore, made by virtue and under color of Walker's office of purser, and not under color or in virtue of any other official authority.

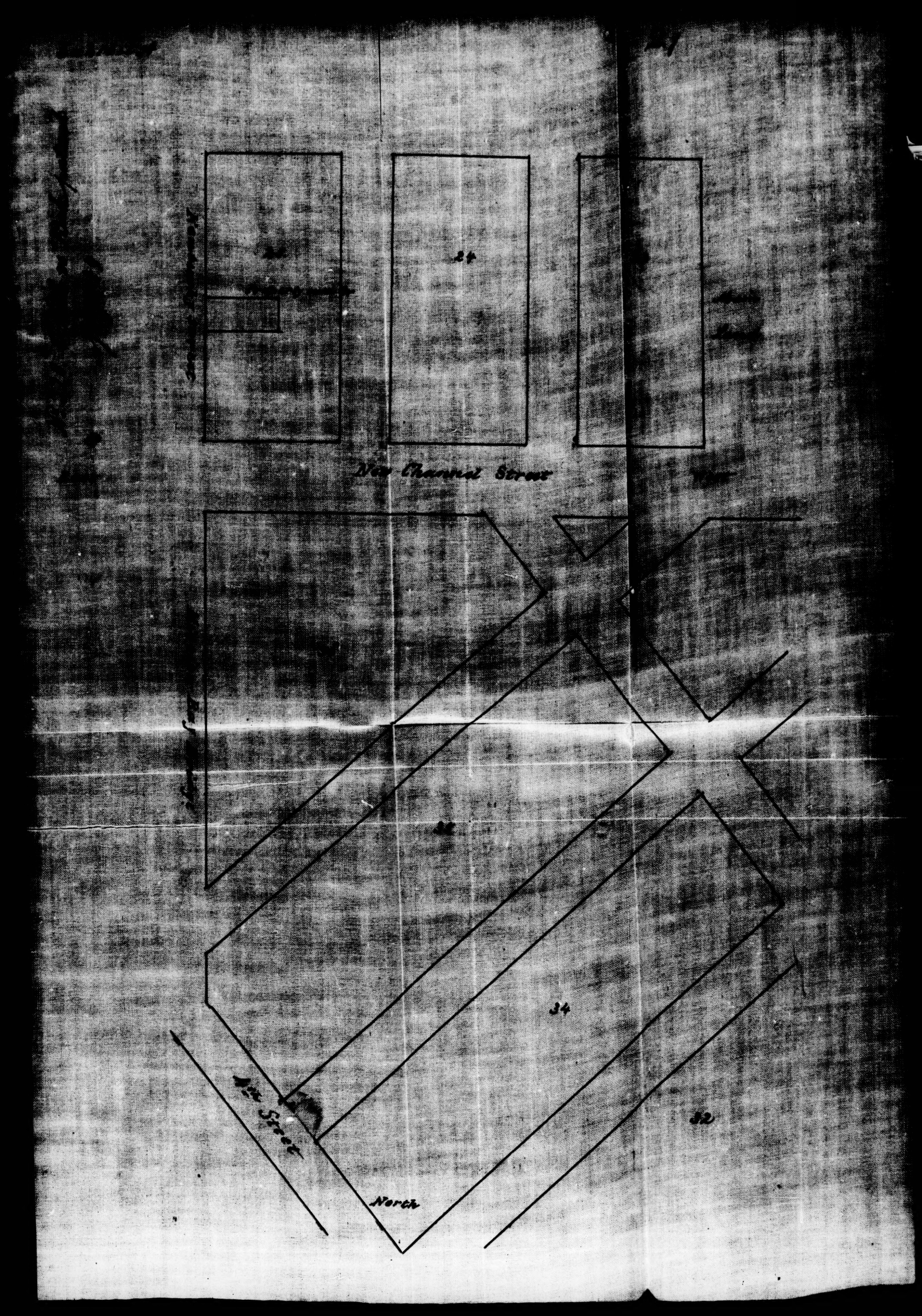
The jury, therefore, could not have undertaken to discriminate between that portion of the balance found due by the settlement of his accounts, which was referable to his receipts and disbursements in the ordinary course of his duty as purser, and the other portion referable to such receipts and disbursements under the special instructions of the Navy Department. It would have been error in the Court to give instructions that would, or might have induced an attempt, on the part of the jury, to make such discrimination. The points of the defendant, on which the Court were asked to charge, were intended to have that effect, and the Court, therefore, properly refused to affirm them.

The entire balance claimed by the United States was clearly and legally due under the evidence adduced at the trial.

V. The only remaining exceptions are the 1st, 2nd, and 3rd, mentioned in the statement of the case, as made in this brief. They are all untenable. They relate to the rulings of the Court on points of evidence raised by the defendant on the trial. In addition to the grounds on which the Court properly rejected the two letters referred to in the 1st and 2nd exceptions, and the books mentioned in the 3rd exceptions, they were also inadmissible on the ground of irrelevancy.

VI. We submit that the judgment of the court below should be affirmed.

HENRY STANBERY,
Attorney General.
J. HUBLEY ASHTON,
Special Counsel of the United States.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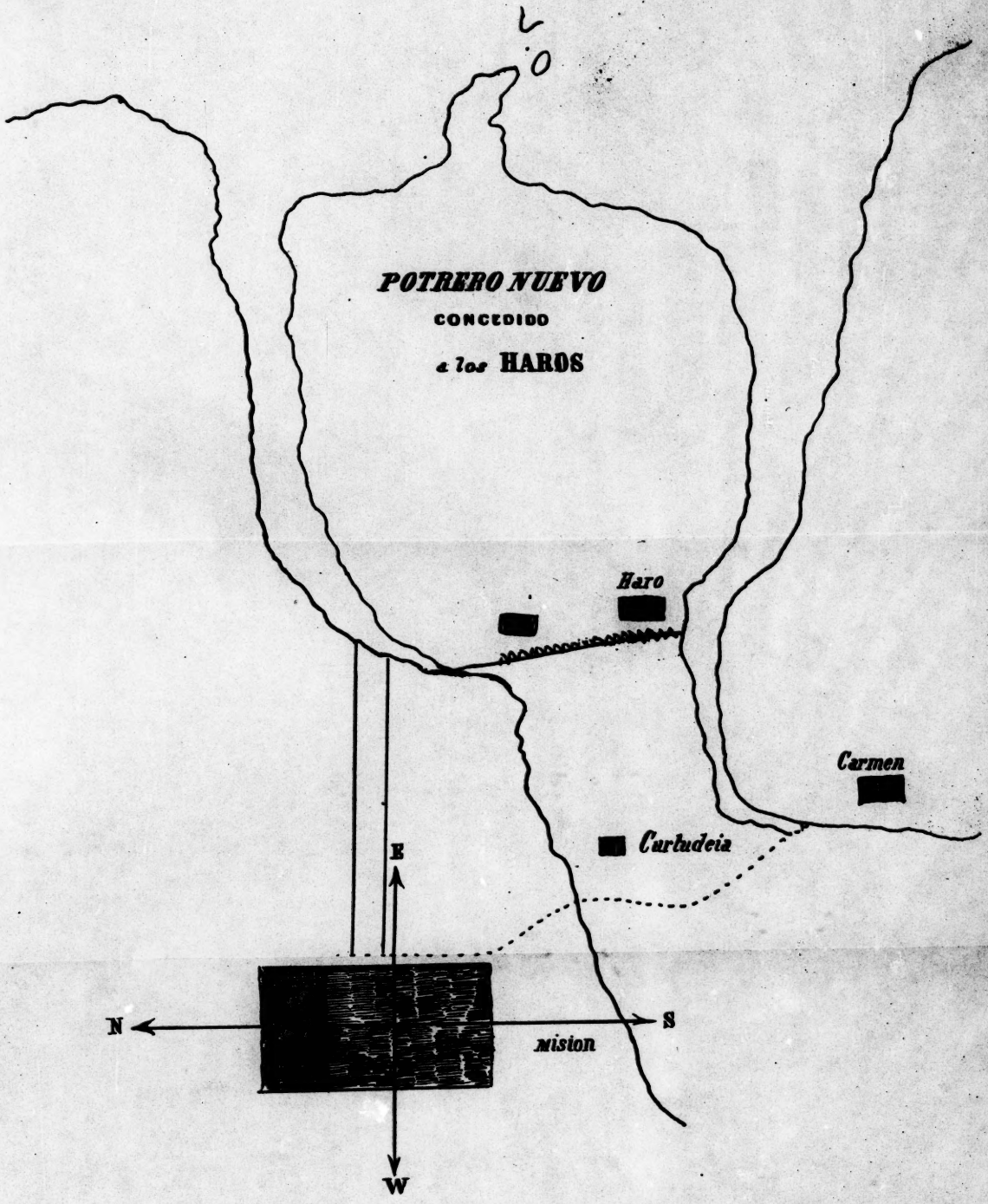
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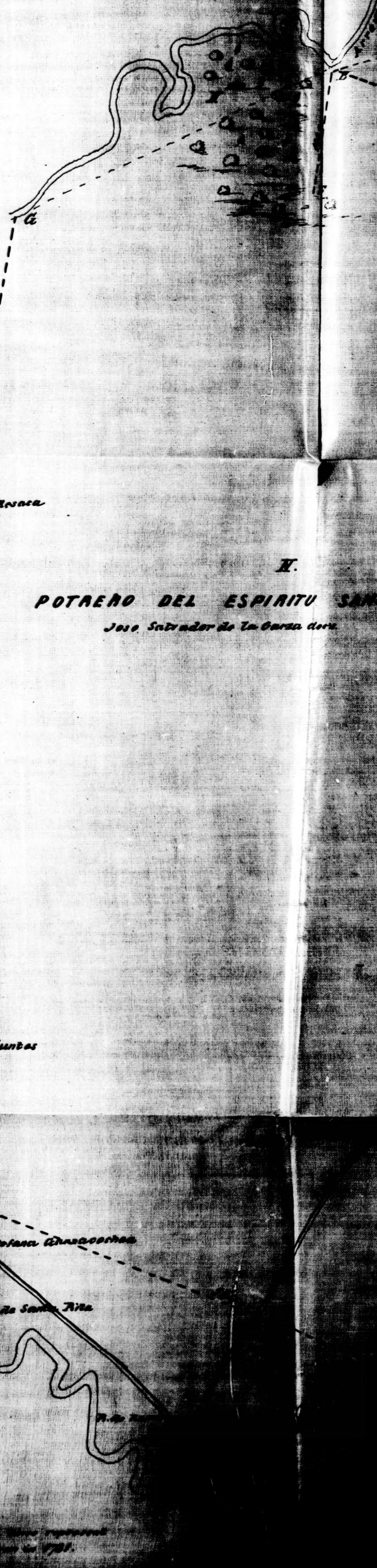

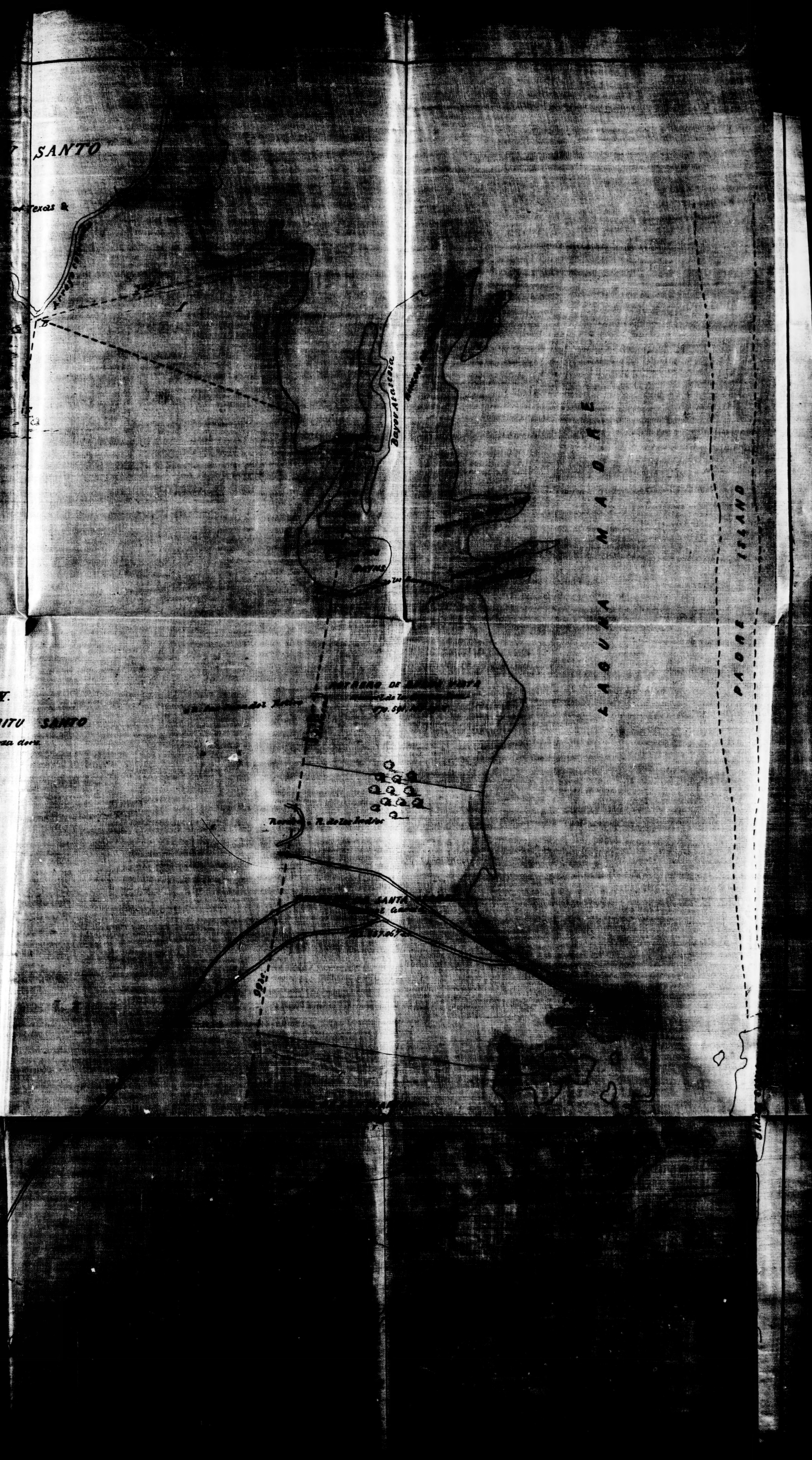

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Rafael Garcia

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N.B. The red dotted lines represent the base lines run in 1781.